# ONTARIO <br> SUPERIOR COURT OF JUSTICE 

B ETWEEN:

## 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

## RESPONDING MOTION RECORD OF THE DEFENDANTS (Summary Judgment Motion) <br> Returnable June 11-13, 2019

January 11, 2019

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## HAIDAR OMARALI

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BETWEEN:

# HAIDAR OMARALI 

Plaintiff

- and -

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Defendants
Proceeding under the Class Proceedings Act, 1992
AFFIDAVIT OF RICHARD TEIXEIRA
I, Richard Teixeira, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Vice President of Consumer Sales with Just Energy Group Inc. ("Just Energy" or the "Company"). As such, I have knowledge of the matters contained in this affidavit, except where matters are stated as being based on information, in which case I believe the information to be true.
2. I make this affidavit in support of the defendants' response to the plaintiff's summary judgment motion.
3. I previously swore an affidavit with respect to the plaintiff's certification motion ("My First Affidavit"). A copy of My First Affidavit is attached as Exhibit "A". I have reviewed the affidavits of Katlyn Schwantz ("Ms. Schwantz"), Jennifer Borg ("Ms. Borg") and

Jamie Acton ("Ms. Acton"), sworn August 29, 2018, the affidavits of Roland Lavigne ("Mr. Lavigne") and Bahram Nemati ("Mr. Nemati") sworn August 30, 2018, and the affidavit of Daniel Barbieri ("Mr. Barbieri") sworn September 2, 2018. Having done so, I can confirm that I strongly disagree with the majority of the assertions made by these affiants (the "Affiants").
4. In this affidavit I refer to "Independent Contractors" meaning those individuals who marketed and sold on behalf of Just Energy as door-to-door sales agents ("Sales Agents"), crew coordinators, regional distributors and those individuals who engaged in renewal and commercial sales.

## Introduction

5. Currently, Just Energy no longer utilizes Independent Contractors to solicit contracts for natural gas and electricity.
6. As of January 1, 2017, certain legislative amendments pursuant to Ontario's Energy Consumer Protection Act, 2009, S.O. 2010, c 8, came into force. Those amendments provided, in part, that the sale or offer of sale of electricity or natural gas to a consumer in person at the consumer's home was prohibited. These amendments further stipulated that the remuneration provided by a supplier to a salesperson in respect of such sales or offers of sale of electricity or natural gas could not be based on a commission or value of volume of sales basis.
7. As a consequence of these legislative amendments, Just Energy ceased utilizing Independent Contractors to solicit contracts. Beginning in and around November 2016, Just Energy offered employment to approximately 40 of its Independent Contractors to become employees at Just Energy.

## Just Energy's Team Model

8. The team model at Just Energy was created primarily for the purposes of educating and teaching Sales Agents how to sell Just Energy's products. Many of Just Energy's Sales Agents had never engaged in the sale of energy products prior to joining Just Energy and this model had proven to be successful for providing Sales Agents with the essential information and skills they needed to market energy products both successfully and in compliance with regulatory standards.
9. Once initial orientation was completed, Independent Contractors could elect to continue operating in a quasi-team like environment at the regional sales offices. While Independent Contractors had no obligation to market out of a regional office or with a team, Just Energy recommended marketing with a team and emphasized the many benefits of doing so. Among other things, the team model offered ongoing support to Independent Contractors by providing them with continuous education that was required to help them advance in the industry and by encouraging them to take on more advanced sales' roles at the Company. Independent Contractors were also provided with regular mentorship opportunities to assist them in developing their skills so that they could become crew coordinators, regional distributors and even national distributors.
10. Sales offices were designed and structured to provide ongoing support to each Independent Contractor and to allow for the constant learning that was needed by individuals to develop into successful salespersons of Just Energy products. In this regard, regional distributors, crew coordinators and assistant crew coordinators marketed together to support the Sales Agents and the Sales Agents' business objectives. Their success was Just Energy's top priority.
11. Experience has shown that a hierarchy of seasoned Sales Agents leading by example, which includes teaching sales and marketing skills, and reinforcing positive habits, such as professionalism and personal accountability, ultimately leads to a more motivated and productive salesforce, higher sales numbers and an increased likelihood of success for all.
12. The team model was also meant to help provide professional advancement opportunities to Independent Contractors. Our committed and hardworking Independent Contractors, be they regional distributors, crew coordinators or Sales Agents, were encouraged to enhance their relationship with Just Energy by taking on more advanced sales' roles. The model provided individuals with the opportunity to be mentored, and to develop their skills and become crew coordinators, regional distributors and even national distributors. Attached as Exhibit "B" is a Just Energy memo dated May 28, 2015 and entitled "Just Energy Nation Best Practices". The memo emphasizes the various ways that regional distributors can motive their Independent Contractors to boost morale and drive sales, including the recognition of Independent Contractor success by developing a point system to win money.
13. Just Energy provided professional advancements opportunities to Independent Contractors through the "Crew Coordinator Development Program" (the "CCDP"). This successful program incentivized and rewarded regional distributors and crew coordinators with bonuses for the promotion of independent contractors from their own salesforce to crew coordinator status. Attached as Exhibit "C" is copy of an email discussing our CCDP, which attaches a CCDP request form. We were ultimately working with individuals to help them grow, so that they could have their own offices one day. Their success was Just Energy's top priority.
14. While the team model was available to all Independent Contractors, it was primarily recommended for Sales Agents. Sales Agents were generally less experienced salespeople and guidance, support and motivation was necessary to help them succeed in their sales. Independent Contractors who were principally engaged in renewal and commercial sales did not generally adopt the team model.
15. Sales Agents were encouraged to take advantage of the support provided, however it was ultimately up to them whether they wished to utilize the support. It was not mandatory. Many of the Sales Agents did not adopt the team model of Just Energy and as a result often did not succeed in their sales. The driving factor behind successful Sales Agents at Just Energy was the motivation and support that came from team support. Door-to-door solicitation is a very difficult and draining type of sales' practice. There is frequent rejection and can require significant time and commitment in order for it to be lucrative. By having team members support you mentally and professionally, it made the sales effort much easier. The Sale Agents that succeeded were generally those that took advantage of the team environment.

## Variety of Office Structures

16. Although the team model described above was typical, there was no requirement that a regional office be structured in this way by regional distributors. Regional distributors had the independence to create their own offices, with variations to the typical structure.
17. For example, the Fairview office, under the stewardship of Brian Marsellus ("Mr. Marsellus"), ${ }^{1}$ initially began as one office, with one regional distributor and crew coordinator, but subsequently expanded and divided into several sub-offices, in order to give two crew

[^0]coordinators the opportunity to lead their own offices. Each sub-office had its own team, which was organized based on the same hierarchy as other Just Energy sales offices. Mr. Marsellus created this structure to create competition and generate more revenue, as well as to provide Independent Contractors with the incentive and platform to lead their own offices.
18. Similarly, our Cambridge renewal sales office and our Hespeler New Business office were also amalgamated into one office during the class period, with various teams marketing within the same location. The Toronto office which did primarily commercial sales, and the Viking office which primarily did residential sales, also amalgamated into one office during the class period.
19. It was beneficial for Independent Contractors to have multiple offices in the same physical location for the purposes of growth. By having different types of sales and offices within the same location, this meant different income stream opportunities, created healthy competition between regional distributors and crew coordinators, and ultimately the opportunity for greater overrides and profits ${ }^{2}$. This structure was regularly adopted and successfully utilized by Independent Contractors who were ambitious and committed to creating a lucrative sales business.
20. Independent Contractors also had the agency to engage in different kinds of sales within the same office location. For instance, Independent Contractors could engage in both commercial and residential sales, as well as door-to-door sales at the Fairview office, the Yorkland Commercial regional office and the Cambridge Renewals office.

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21. There was also fluidity with respect to the scope of tasks and responsibilities between regional distributors and crew coordinators. Regional distributors and crew coordinators did not always have the same roles across regional sales offices. In the Oshawa office, for example, crew coordinators ran the day-to-day operations, while the regional distributor played more of a supporting role. I am informed by Ravi Maharaj, Regional Manager of Field Operations, that Tike Asajile, who was a crew coordinator at our Oshawa regional office, assumed the tasks and responsibilities that were characteristic of a regional distributor role. Tasks and responsibilities were not strictly defined, but were distributed among the offices based on skill sets.

## Types of Sales

22. Independent Contractors were not confined to only one type of sales. They had the freedom to grow their business in the way that they wanted. In addition to door-to-door residential sales, Independent Contractors could also engage in commercial and/or renewal sales if they wished to do so. For example, Mr. Kian Nazarelly ("Mr. Nazerally") engaged in commercial sales from time to time which I am informed by Anastasia Reklitis of Fasken Martineau DuMoulin LLP was confirmed by Mr. Nazerally in the cross-examination of Mr. Nazerally's affidavit affirmed August 10, 2015. Attached as Exhibit "D" is a copy of the transcript from the cross examination which took place on March $18,2016^{3}$.
23. There were also Independent Contractors that engaged exclusively in renewal sales or commercial sales. These Independent Contractors had a different sales practice than door-to-door residential Sales Agents and did not typically market in a team or quasi-team

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environment, as they did not require the same type and level of support and mentorship that Sales Agents required in the door-to-door sales context. This was because the Independent Contractors engaging in commercial and renewal sales were generally more experienced and had already established their skillset as salespeople in the industry. Further, it was not practical for Independent Contractors engaging in commercial and renewal sales to meet on a regular basis and travel to the field together. Independent Contractors engaging in commercial sales traveled to various locations throughout the day, visiting one business establishment, to make a single sale, in each location. It was unnecessary to have more than one Independent Contractor attend a business establishment to attempt to make an individual sale. As a result, Independent Contractors engaged in commercial sales usually did not travel together and consequently did not adopt a team-like model to their sales practices.
24. The typical day of an Independent Contractor engaged in commercial sales consisted of going directly to the field, and coming into the office once a week to pick up their pay cheque. There were weekly meetings, however most Independent Contractor did not attend or would call-in to the meeting. The purpose of the meeting was primarily to receive updates on any changes in products and pricing, etc.
25. The typical day of an Independent Contractor engaged in renewal sales was congruent with a Commercial Independent Contractor in that they would go straight to market the market and generally only came into an office once a week to pick up their commission cheque and to receive their customer "leads" (discussed more fully below).

## Recruiting Independent Contractors

26. Up until around the summer of 2016, recruiting at Just Energy was managed by the centralized recruiting department in our Ottawa regional office. When our Ottawa office closed in and around 2016, centralized recruiting ceased and recruiting was thereafter completed on-site at each regional office. Individuals interested in Independent Contractor opportunities at Just Energy were therefore required to call into individual regional sales offices which would coordinate interviews at those regional offices.
27. Just Energy would use a variety of different methods to attract potential recruits, including word-of-mouth, visiting college and university campuses to hand-out flyers, and online adds, which were taken out on various websites, including Kijiji and Craigslist. Attached as Exhibit "E" is a copy of an email setting out various recruiting tactics used by Just Energy to recruit the next generation of Independent Contractors.
28. With respect to the content of advertisements, these were strictly controlled and had to be approved by Just Energy's centralized recruiting guidelines, so that there was no confusion or misrepresentation with respect to the independent contractor status of the sales agent position. As a result, these advertisements would, in addition to providing promotional information regarding the potential to achieve financial success, provide that the sales agent position was, among other things, 100 per cent commission based.
29. Each regional sales office had a recruiter, who was an employee of Just Energy. When an individual spoke to the recruiter, that individual was provided with information about the structure of the Independent Contractor role, including its $100 \%$ commission based compensation structure and the absence of any employment benefits of any kind.
30. In order to ensure that recruits were provided with an accurate representation of the opportunities at Just Energy, as well as their independent contractor status, Just Energy provided its recruiters with standardized recruitment materials. This ensured that a consistent and accurate message was conveyed to recruits about these matters.
31. In this regard, Just Energy provided its recruiters with the "Independent Contractor Orientation Guidebook", which, among other things, reinforced the Just Energy philosophy of motivation and empowerment, as well as the need to identify and accurately characterize the nature of the Independent Contractor role and the implications associated with that, such as the 100 per cent commission based compensation package. Attached as Exhibit " F " is a copy of the Independent Contractor Orientation Handbook.

## The Interview Process

32. In response to our recruitment initiatives, recruits would began their interaction with Just Energy by calling-in to a sales office. During this phone call, it was made clear to recruits that they were being engaged by Just Energy as independent contractors, not employees. Recruits were informed that the position was, among other things, 100 per cent commission based and did not include a salary or employment benefits of any kind.
33. If the recruit and the Just Energy recruiter decided that they wished to continue with the interview process after the initial phone call, the recruit would be invited to attend an inperson interview at their respective sales office.
34. Interviews were generally completed in regional offices over a two to three day period, but individual sales offices and recruiters had significant leeway in this regard. Recruits
would attend their regional office and be interviewed by the recruiter, and, if times were busy, a crew coordinator or a regional distributor.
35. The recruiter or regional distributor would reiterate the philosophy of Just Energy, which was that the Company had a salesforce of Independent Contractors who operated on a $100 \%$ commission based compensation structure. Following the interview, the recruit would have been fully aware that there were no deductions from their commission payments for statutory reasons or otherwise, that any expenses were their own to claim for tax purposes, and that there were no obligations owed to them by Just Energy with respect to overtime, holiday pay, sick time, or the like.
36. During the recruiting process, regional distributors provided detailed explanations about the nature of the Independent Contractor relationship, including: the $100 \%$ commission based compensation structure, that Just Energy did not deduct taxes at source, and that Independent Contractors would have to remit their own taxes to the government.
37. I am informed by Jahan Saffari ("Mr. Saffari"), ${ }^{4}$ a former regional distributor at the Viking office, and who is currently the regional director of our North California offices, that during the recruitment process he would expressly tell recruits that Just Energy would pay their commissions up front, but. Mr. Saffari would also explain to recruits that they should keep receipts for all of their expenses, including gas, meals, etc., such that at the end of the year, they could seek to claim these as business expenses. Mr. Saffari recalls all recruits understanding that
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they were providing services to Just Energy as Independent Contractors and that the position as 100\% commission-based.

38. The administrator at the regional offices would review these and other terms of the ICA with the recruit and spend time discussing the independent contractor status of the position. Recruits would openly ask questions, and were given the opportunity to review the ICA privately in the office or at home before deciding whether to agree to its terms.
39. Importantly, recruits could not begin to market on behalf of Just Energy as sales agents or even proceed to orientation and training without first executing an ICA.
40. The Affiants have each executed their own ICA. Attached as Exhibit "G" to my affidavit are copies of the ICAs executed by the Affiants.

## Orientation

41. Just Energy offered an orientation for new Independent Contractors who could choose to market as part of a team or on their own. As door-to-door sales could be physically and emotionally demanding, Just Energy endeavoured to teach and motivate each Independent Contractor to develop and enhance their skillset in order to become successful businesspeople. Seasoned sales people, including crew coordinators and regionals distributors, were invested in mentoring the less experienced Independent Contractors to help them build sales experience and gain valuable skills.
42. It was recommended that the entire orientation take place over two days; however, it was up to the regional distributors whether they wanted to complete it in one day or spread it across two days or even three days. We did not confirm the duration of complete
orientation sessions with the regional offices and left this to the discretion of regional distributors. Attached as "Exhibit "H" is an email chain between the Fairview Office and me, among others, which highlights that the Fairview Office had discretion with respect to its recruitment and orientation schedule for new recruits.
43. The duration of orientation was dependent on how many individuals were participating during a given week and the level of sales' experience individuals had. For example, orientation would take longer if there were individuals from all different backgrounds and levels of experience in comparison to a situation where the majority of the group were seasoned door-to-door solicitors.
44. Assuming orientation was spread out across three days, the first day typically began with classroom orientation sessions, while the second day and, perhaps, third day were dedicated to field shadowing. Attached as Exhibit "I" is a copy of the "Just Energy and OEB Training Proctor Step by Step Guide", which sets out a general template of the two to three day orientation process.

## Classroom Orientation Sessions

Just Energy Orientation Modules
45. Classroom orientation generally centered on five modules (the "Five Modules"). The Five Modules set out, among other things, the Independent Contractor relationship at Just Energy, the legal and regulatory framework relevant to the position, Just Energy's product and services, as well as the tools and techniques by which an Independent Contractor could utilize in order to be successful at door-to-door energy sales. Attached as Exhibit "J" is a copy of The Five Modules.
46. The nature and implications of the independent contractor relationship appeared throughout the Five Modules. The first module, for instance, set out the role of the Sales Agent as an independent contractor by highlighting, among other things, the 100 per cent commission model and schedule flexibility.
47. The third module covered the three-level commission structure at Just Energy, namely, "initial commission", "reconciliation commission" and "residual commission", as well as the various incentives, including cash prizes, bonuses, scholarships, awards and trips, available to successful independent contractors.
48. In addition, an example of a commission chart for Just Energy's residential Just Energy Conversation Program (the "JECP") was presented to recruits during the orientation session, so that it would be clear to recruits how the commission based compensation regime at Just Energy operated. Attached as Exhibit "K" is a copy of said commission chart.
49. The fourth module included a presentation entitled "A Day in the Life of an Independent Contractor", which set out the recommended daily activities of the sales agent, including recommendations for attending the morning meetings, dressing professionally and proven tactics for developing a successful business plan.
50. Just Energy recommended that regional offices present all modules during orientation sessions, however different offices would spend different amounts of time on each module or might shorten certain modules, depending on the background of the recruits in a particular session.

## Ontario Energy Board Modules

51. Selling energy in Ontario is a highly regulated process, which required Just Energy to ensure that its Independent Contractors followed certain rules and regulations when marketing energy to consumers. In this regard, Just Energy was required to implement a mandatory Ontario Energy Board (the "OEB") training component to its orientation program in accordance with, among other things, section 5 of the OEB "Electricity Retailer Code of Conduct" (the "OEB ER Code of Conduct"). Attached as Exhibit "L" is a restated version of the OEB ER Code of Conduct from November 2010. This OEB orientation was the only mandatory orientation Independent Contractors had to complete with Just Energy.
52. In 2011, the OEB initiated a process by which all Independent Contractors marketing energy programs, on behalf of eEnergy retailers such as Just Energy, were subject to eight modules (the "Eight OEB Modules") outlining key industry information as well as regulatory and compliance matters. Independent Contractors were therefore required to receive strict training regarding, for example, what must and must not be done at each door while marketing their products. Attached as Exhibit "M" is a copy of the "Ontario Industry Training Module Participant Guide (the "OITMPG")", which covers the Eight OEB Modules, which was provided to Independent Contractors during orientation sessions.
53. Those individuals leading orientation sessions at Just Energy, "office proctors", were provided materials by Just Energy to ensure that they adequately covered the OEB mandated information with new recruits. The Just Energy and OEB Training Proctor Step by Step Guide, noted above and attached as Exhibit "I", provides a lesson plan template for office proctors teaching the Eight OEB Modules to new recruits.

## Field Shadowing

54. Following the classroom session of Just Energy's Independent Contractor orientation process, regional offices offered field shadowing to its Independent Contractors. Field shadowing was highly recommended for individuals who did not have previous experience with door-to-door sales.
55. For example, seasoned sales professionals generally did not participate in field shadowing, while those who did participate in field shadowing, chose how long they wanted to do it for. Some Sales Agents did not engage in field shadowing for more than a few door-to-door sales. Others may have decided to engage in field shadowing for a couple of weeks.
56. Field shadowing would typically involve Sales Agents shadowing a crew coordinator while he or she interacted with customers, or a crew coordinator watching the Sales Agent interact with customers. In such cases, the crew coordinator would assist the Sales Agent and provide recommendations based on his or her observations.
57. Just Energy had many Sales Agents without sales experience, which meant that, for the vast majority of them, field shadowing was an essential tool for them to succeed.
58. Whether it be back at an office, or in the field, on-going shadowing and role playing opportunities were always available to Independent Contractors, and were certainly not exclusive to the on-boarding process. For example, if Sales Agents were not achieving their personal sales goals, they often requested that the regional distributor or crew coordinator shadow them in the field, in order to help them identify which skills they could improve on when marketing to customers. In turn, Sales Agents would practice with the regional distributor or
crew coordinator in order to improve their sales skill-set, which included better ways to communicate energy service and pricing issues to customers.
59. In short, field shadowing and role playing were important tools used to assist Independent Contractors improve the effectiveness of their sales approach with customers. Contrary to the Affiants' allegations and insinuations, field shadowing and role playing were never imposed on Sales Agents, especially on an on-going basis.
60. Without doubt, being a successful Sales Agent requires learning the right skills and a lot of practice. To this end, the above activities utilized by Just Energy were directed to enhance Sales Agents' abilities to successfully market energy, while complying with OEB legal and regulatory standards; they were not used to supervise or control Sales Agents. Unsurprisingly, the most successful Sales Agents were those individuals that took full advantage of these available, but optional, performance-developing tools.

## Practice of an Independent Contractor

## Morning Meetings

61. Contrary to the Affiants' assertions, there was no daily structure enforced by regional distributors, crew coordinators or otherwise at Just Energy. While there were recommended daily meetings and suggested hours of marketing, none of this was mandatory. If particular Independent Contractors followed a daily routine, this was because they chose to establish and maintain such a routine. To be clear, Sales Agents were at liberty to set their own schedules and engage in door-to-door sales at any time and at any location, so long as their sales efforts complied with the legal and regulatory OEB framework noted above.
62. 

Most of the regional offices that engaged in door-to-door new business sales had daily morning meetings. These morning meetings generally took place at either 10:00 or 11:00 AM, and were optional, but recommended, for all Independent Contractors.
63. The objective of the morning meeting was for those individuals heading out to the field that day, to congregate in a group-setting and discuss, among other things, sales strategy and goals, skills development, market and regulatory updates, as well as any changes in energy pricing and/or products offered by Just Energy. Morning meetings also provided the opportunity for Independent Contractors to discuss amongst themselves and finalize the location(s) in which they would be marketing that particular day.
64. Every Monday with Darren Pritchett, I would arrange a weekly conference call for all regional and national distributors. Crew Coordinators were also permitted to attend on these calls if they happened to be in the sales office and the Regional or National Distributor invited them to participate. The purpose of this call was for the Regional and National Distributors to update us on the sales goals and targets that had been discussed in everyone's respective offices. We did not impose any expectation or targets on the offices; rather, this was an opportunity for the Regional and National Distributors to share their sales objectives with us, while at the same time providing an opportunity for us to give them motivation or any guidance we felt they could benefit from in order to achieve their business goals.
65. In the commercial and renewal regional offices, there were generally no daily meetings; weekly meetings were held instead. The primary purpose of these weekly meetings was for Independent Contractors to pick up their commission cheques and to receive information
on any market, regulatory and product updates. These meetings were not mandatory and Independent Contractors could either attend in person or by phone.

## Determining Marketing Location(s)

66. Independent Contractors were free to market where they wanted and accordingly decided for themselves where they would market on any given day. There was no regular "sales route" which Independent Contractors had to follow to pursue sales, and this was true whether they were marketing as part of a team or on their own.
67. One of the primary attractors of new Independent Contractors to Just Energy was that Just Energy placed no restrictions on where they could market their business, subject to certain external requirements and considerations, such as the availability of installation technicians, municipal regulations, utility charges and health and safety, respectively (discussed more fully below).

## Door-to-Door New Business

68. For those Sales Agents marketing in a team environment, it was common for them to establish amongst themselves the marketing location(s) for the day at their respective regional offices' daily morning meetings.
69. Before the morning meeting, the regional distributors and/or crew coordinators would speak to Sales Agents and ask them about their marketing location preferences and general availability for the following day. The crew coordinator would often have their own preferred marketing locations for that day, based on, among other things, market intelligence gathered by Sales Agents in the field, which they would pass along to Sales Agents.
70. The marketing location(s) decided upon were conveyed by crew coordinators to the regional distributors at the daily morning meetings. The purpose of crew coordinators discussing the marketing location(s) with regional distributors was to confirm whether the proposed marketing location(s) were "appropriate" for marketing to customers. In this regard, regional distributors were privy to information that most crew coordinators, and the vast majority of Sales Agents were not, such as the existence of compliance issues, customer complaints and/or permit requirements in particular areas.
71. For example, it was not uncommon for customers to request that they not be solicited by Just Energy or any of its representatives. Therefore if on a given day a crew coordinator advised the regional distributor that a team was travelling to a marketing location with frequent non-solicitation requests, the regional distributor would likely advise the team to choose an alternative location, which was in the best interest of the Sales Agents for obvious reasons.
72. Just Energy implemented a process to facilitate these types of customer requests when they were made, which were referred to as "do-not-solicit lists". The do-not-solicit lists contained address information for consumers who directly advised Just Energy of their no solicitation request and the list was updated and sent to regional sales offices on a weekly basis. It was recommended that each Sales Agent review these lists prior to marketing; otherwise, contractors would risk annoying customers and be less likely of making a successful sale and be discouraged by the negative feedback from the consumer. Attached as "Exhibit "N" is an email from Mr. Marsellus to the Regional Fairview Calgary Office, reminding them to review and notify their Sales Agents of do-not-solicit lists. This email also attaches an example do-notsolicit list.
73. In addition, avoiding do-not-solicit list customers was an OEB requirement, so avoiding such customers not only ensured compliance with regulatory requirements, but also made the best use of a Sales Agent's time. Once iPads were implemented, Sales Agents could refer to the "red zones" on the iPad to identify which consumers to avoid approaching.
74. Sales Agents also needed to consider whether there were any municipal regulations in a particular location. Some municipalities, such as Brantford, Kitchener, London, Timmons, Ingersoll, Thunder Bay and Woodstock, would at times require that Just Energy or its Sales Agents obtain licences or permits to market in these locations; other municipalities would prevent Sales Agents form marketing in their jurisdictions entirely. In order to market in such municipalities, Just Energy would have to obtain a "corporate licence" or "corporate permit" to cover all the Sales Agents marketing on its behalf in one of these locations. Attached as Exhibit "O" is an email setting out some of the various municipalities that required licences and/or permits to market in their jurisdictions.
75. As an alternative, Sales Agents could obtain their own individual licences or permits if they wanted to market in a particular area that required such legal authorization. Just Energy would do what it could to assist Sales Agents to acquire licences or permits, however this required planning and pre-determining marketing locations. Attached as Exhibit "P" is a copy of the 2015 Just Energy Regional Distributor \& Admin Permit Handbook", which sets out, among other things, how Just Energy and Sales Agents went about obtaining marketing licences and permits.
76. Just Energy's Extranet possessed the "Permit Requirement Database Tracker", which allowed Sales Agents to log-in and manage sales permits and requirements online (see
pages 5-7 of the 2015 Just Energy Regional Distributor \& Admin Permit Handbook, attached as Exhibit "P").
77. In addition to municipal regulations, marketing location(s) would be predetermined for the purposes of planning whether Sales Agents would need an installation technician team to travel with them into the field. Most Sales Agents sold the JECP product which had an installation component to the provision of the energy service. This meant that the success of selling this particular product in many, if not most, cases depended on the ability of Sales Agents to offer customers same-day installation. A delay in installations could result in a customer cancelling their services and have a negative impact on the Independent Contractor through a loss of commission.
78. By pre-determining where Sales Agents were going, the regional offices and Just Energy could arrange for installation technicians to be available to support them in the field ${ }^{5}$. Accordingly, while Sales Agents could ultimately market wherever and whenever they wanted, marketing locations and hours were often determined by the availability of installation technicians.
79. In order to combat this installation technician supply issue, and given that the majority of the salesforce either had no driver's licences or no access to their own vehicle, the regional distributors and crew coordinators would try their best to support Sales Agents by arranging for vans and/or car pools to be available at the daily morning to transport them to areas where installation technicians were present to carry out same-day installations. Attached at

Exhibit "Q" is email chain between regional coordinators arranging for technicians to be available for same-day installations.
80. I am informed by Jahan Saffari that Sales Agents also generally discussed marketing locations with their crew coordinator and regional distributor prior to travelling to the field, in order to establish which customer sales' contracts the Sales Agents had to bring out to the field. Utility charges varied across territories, and Sales Agents were required to sign up a customer with the contract that reflected the appropriate utility charge for that customer's region.
81. Determining respective marketing locations was also recommended for health and safety reasons, i.e., the regional offices would prefer to know where Independent Contractors were marketing to ensure their safety.

## Renewal and Commercial Sales

82. In the renewal sales' context, Independent Contractors were assigned customers to market, rather than locations to market in. The customers determined the location the Independent Contractors would be selling in.
83. Dan Gadoua ("Mr. Gadoua"), the regional distributor for the Cambridge office, would assign customers or "leads" through Just Energy's JEM app, for those Independent Contractors who used an iPad. iPads were available for purchase from Just Energy, to help increase the efficiency of the customer interaction. Prior to JEM and the implementation of iPads, Mr. Gadoua assigned leads manually.
84. Leads were either automatically assigned to Independent Contractors or Independent Contractors requested leads from the regional distributor. For example, Renewals
would often request to market in a specific location on a given day and Mr. Gadoua would determine whether there were any customers in that area that were up for renewal. If there were, Mr. Gadoua would assign those customers to the Independent Contractor.
85. Independent Contractors engaged in commercial new business did not have any marketing locations assigned to them. Independent Contractors chose where they wished to market and simply talked among themselves to ensure that they did not overlap with other Independent Contractors or visit areas that were recently marketed in.

## Travelling to the Field

86. Independent Contractors had the independence to travel to the field whenever and however they so wanted.
87. While some Sales Agents would drive to the field on their own, the majority of them preferred to meet at the regional office and travel together, whether in the vans that were generally available at the regional offices, or in their own cars. Whether a Sales Agent accompanied the crew coordinator to this location(s) to market, or their own preferred location(s), was entirely the Sales Agents' own decision; however, Sales Agents generally decided to travel with the crew coordinator to take advantage of not only the benefits associated with marketing in groups, but also the marketing intelligence noted above.
88. Sales Agents chose to travel with the crew coordinator or with other Sales Agents in their vehicles because they often did not have transportation of their own. Many Sales Agents worked pay cheque to pay cheque and could not afford their own vehicles or otherwise pay for their transportation. Accordingly, many Sales Agents not only appreciated the van and/or
carpooling options that were available at the regional offices, but relied on these communal resources to run their businesses.
89. Sales Agents preferred travelling as a team because they wanted to be around each other for, among other things, safety, support, encouragement, motivation and even competition. Sales Agents often wanted to be around successful salespeople and who knew the areas that the team was marketing in, so that they too could partake in this success.
90. Further, Sales Agents were motivated to travel with a team because there were crew coordinators that would give bonuses to their Sales Agents. and would often underwrite other expenses.

## Freedom to Market Where one Chooses

91. The Affiants suggest that crew coordinators drove all Sales Agents to a specific location to market door to door. This is misleading and suggests that Sales Agents were required to market in the same location as their crew coordinators. As mentioned above, many Sales Agents would travel with a crew coordinator to take advantage of among other things, the support and their vehicles. Sales Agents chose to travel with their crew coordinators for these reasons.
92. The Affiants assert that Sales Agents who marketed in areas not approved for the day would receive a warning from regional distributors and/or threats of termination. This is simply false. As noted throughout my affidavit, Just Energy itself did not place restrictions on where Sales Agents chose to conduct door-to-door sales, nor was there a mandatory reporting structure in place that required sales agents to report as to when and where they were carrying out their sales. To be clear, Sales Agents were not disciplined by Just Energy if they did not
report on their marketing location and/or obtain approval for a marketing location. Further, regional distributors could not terminate Independent Contractor Agreement.
93. Indeed, there were Sales Agents that never reported to their regional office and were never privy to discussions about determining marketing location(s) for any given day. These individuals therefore never had their marketing location(s) "approved" by anyone, and did not receive any warnings or threats of termination for marketing in locations that were not discussed among the teams at the regional offices.
94. An example of such a Sales Agent is Ms. Borg. I am informed by Mr. Saffari, who was the regional distributor at the Toronto office, that Ms. Borg never reported to the Toronto office and only attended the regional office when she needed to pick up supplies, including energy service contracts, brochures, and business cards. Ms. Borg rarely travelled with any sales team and opted to market in locations by herself.
95. Ms. Borg was also badged in the Ottawa office and was providing services to Just Energy in Ottawa, from in and around 2015-2016. I am informed by Joel Stewart that Ms. Borg never reported to the Ottawa regional office. She marketed remotely, and only attended the Ottawa office and travelled with other Sales Agents in the field when she needed installation technician support. In all other cases, Ms. Borg marketed remotely and never pre-arranged her marketing location with anyone.
96. Ms. Borg was also subsequently badged in the Kitchener office. I am informed by Dan Gadoua that, from early June to in and around July 2016, Ms. Borg never stepped foot into the Kitchener office and similarly never communicated her marketing location(s) to anyone for approval. Regional distributors were Borg were never aware of where Ms. Borg had decided to
market for the day, and she was accordingly rarely aware of where other Sales Agents were marketing. Nevertheless, this was permitted and acceptable behaviour to Just Energy.
97. If Sales Agents were marketing in a team environment, they did not necessarily have to market in the same location as the other Sales Agents on their team. It was also common that Sales Agents marketing in a team never marketed as a team, or in the same location as the other Sales Agents on their team.
98. Independent Contractors could pursue sales within the territory of their regional distributors or could also travel outside that region to areas not covered, or recently covered, by that region's Independent Contractors. Indeed, Independent Contractors were not restricted to marketing out of one regional office.
99. For example, Sales Agents often moved around offices in Ontario. Various independent contractors were selling for different physical offices and were therefore not always marketing with their team. Notably, out of the roughly 7,000 or so class members, about 200 of them were badged and operated as Sales Agents out of more than one regional office. For instance, Ms. Borg was badged at the Viking, Kitchener and Ottawa offices; Mr. Nemati was badged at both the Viking and Ottawa offices. Attached as Exhibit "R" is a list of class members that were badged in multiple offices.
100. Sales Agents could also market out of regional offices in other provinces. There were Sales Agents that were badged in an Ontario office who chose to market in a regional office in another province for a week at a time. For example, Dana Brown was badged in Ontario, Alberta and Manitoba regional offices at the same time and earned commissions from both Manitoba and Ontario in 2012 and earned commissions in all three provinces in 2013. Danielle

Larose was badged in both Ontario and Alberta offices and earned commissions in both provinces in 2013, 2013, 2014 and 2016. Nareg Sagatelian was badged in the Ontario and the Alberta regional office and earned commissions in both provinces in 2012, 2013, 2015 and 2016. Attached as Exhibit " $S$ " is a list of Independent Contractors that were badged and marketed in offices in more than one province. In this regard, there was an open-door policy, in that, if individuals were badged in several offices, they had the agency to decide what office and location they wanted to market in on any given day, and were not required to report this to anyone.

## The Ontario Energy Board

101. There were a number of legal regulations that Just Energy and its Independent Contractors were required to follow.
102. The OEB is responsible for setting the rules for the energy industry in Ontario. Accordingly, the OEB was responsible for much, if not most, of the requirements that Just Energy was, in turn, required to enforce upon its Independent Contractors. The majority of these rules and regulations, with respect to the marketing of energy services, were contained in the OEB ER Code of Conduct.
103. In order to educate Independent Contractors about the various OEB rules and regulations, Just Energy went to great efforts to provide materials for its Independent Contractors to learn this essential information for marketing energy services. The OITMPG, attached above as Exhibit "M", was provided to recruits during their orientation and training sessions and sets out the various OEB rules and regulations.

## Identification Badges, Business Cards and Clothing

104. Section 2 of Part B of the OEB ER Code of Conduct required that, in carrying out their door-to-door sales, independent contractors had to wear Just Energy identification badges and carry and distribute Just Energy business cards. This was for the purposes of identifying themselves to consumers, so that there was no misrepresentation regarding which entity the contractor was representing and the purpose of their visit. The OEB required contractors to display their badges at all times when they were in the field marketing (see section 2 of Part B of the OEB ER Code of Conduct attached as Exhibit "L"; and pages 8-9 of the OITMPG attached above as Exhibit "M".
105. Independent Contractors were not required to wear any other specified apparel or branding, and were not prevented from wearing clothing that contained logos or branding of other companies. However, regional distributors and crew coordinators did encourage Sales Agents to dress in a professional manner, which included wearing plain and comfortable shoes and clean clothing. Experience had shown that dressing in a professional manner added credibility to sales pitches and ultimately increased the willingness of customers to purchase energy services (see page 4 of module four of the Five Modules attached above as Exhibit "J".
106. To this end, regional distributors and crew coordinators encouraged Sales Agents to take full advantage of Just Energy branded clothing, which was available for purchase through each regional office at the same cost Just Energy had originally purchased the clothing from its vendors.
107. Time and again, wearing Just Energy clothing had been proven to enhance the marketing success of Independent Contractors. While Just Energy offered Independent

Contractors the opportunity to purchase Just Energy branded clothing, they were not required to purchase or, as noted above, wear it. (see page 4 of module four of the Five Modules attached above as Exhibit "J".
108. The Affiants state that the regional distributor would ensure that the Sales Agents were all wearing their Just Energy uniform and badge prior to leaving the regional office. This statement suggests that Sales Agents marketing with the Affiants all purchased Just Energy clothing, which is not the case. For instance, there are no records of Mr. Lavigne and Ms. Schwantz ever buying Just Energy clothing during their time at Just Energy. Further, Just Energy's records indicate that only 53 people out of the 131 Sales Agents that made up the Affiants' sales' teams purchased Just Energy clothing. Attached as Exhibit "T" is a list of these Sales Agents and the amounts of clothing they purchased.

## Just Energy Compliance Regime

109. In addition to setting the rules of the energy industry in Ontario, the OEB was also responsible for handling customer concerns as well as the licencing of utilities and energy suppliers. For such reasons, the OEB enforced a consumer complaint and compliance monitoring regime with respect to, among other things, what represents "false, misleading, or deceptive statements to customers", pursuant to O. Reg 389/10 of the Energy Consumer Protection Act, 2010, S.O. 2010, c. 8 (see section 7 of Part B of the OEB ER Code of Conduct attached as Exhibit "L"; and pages 8-12 of the OITMPG attached above as Exhibit "M".
110. As a result of such rules and regulations, Just Energy was required to create a consumer compliance and compliance monitoring department to track Sales Agents who breached these standards established by the OEB and by regulatory bodies in other markets. To
ensure the efficiency in this regard, Just Energy created the "compliance matrix", which was an internal document that allowed us to receive, track and properly investigate customer complaints and set expectations to Independent Contractors regarding the consequences of negative marketing practices. Attached as Exhibit "U" is an example of a compliance matrix used to track consumer compliance and compliance monitoring, as required by the OEB.
111. The need for Just Energy to enforce OEB requirements on its Independent Contractors was increased by the fact that the OEB conducted annual testing of energy service retailers, which involved, among other things, Independent Contractors re-passing the OEB mandated test. Attached as Exhibit "V" is an email chain that shows Just Energy putting various regional sales offices on notice of an upcoming annual OEB testing.
112. In light of this situation, a significant amount of time was spent every day by Just Energy inquiring into customer complaints and investigating its sales agents. If the compliant was deemed valid, a warning to the sales agent was typically enough in the circumstances. In extreme cases, however, a fine could be implemented or even termination of the independent contractor relationship could result. Attached as Exhibit "W" is a sample Just Energy Corporate \& Consumer Relations "IC Strike Count" from the different Fairview Offices based on a 12month period ending on March 25, 2013, which tracks a range of regulatory requirements that certain Independent Contractors had breached while marketing energy services.

## Customer Scripts

113. While Independent Contractors had the autonomy to choose how to market their contracts, the OEB required that salespeople marketing energy on behalf of energy retailers use an OEB-approved script, which contained certain content that could not be deviated from (see
section 4 of Part B of the OEB ER Code of Conduct attached as Exhibit "L"; and pages 18-19 of the OITMPG attached above as Exhibit "M".
114. In addition, Just Energy also provided general sales scripts to its Independent Contractors which were nothing more than suggested guidelines for what Sales Agents should or should not say when marketing energy to customers.
115. Importantly, however, we ultimately had no control, or intended to have any control, over whether or not the Independent Contractors followed these scripts when marketing to customers. Attached as Exhibit "X" is an example JECP residential sales script used by Independent Contractors when marketing energy services.

## Frequency of Sales

116. As noted above, Sales Agents were at liberty to engage in door-to-door sales at any time as long as it complied with local marketing ordinances for sales solicitation. While we advised Independent Contractors that the best time to market was between 11:00 AM to 9:00 PM, it was within their control to decide the times and the number of hours they wanted to sell per day.
117. Just Energy did not have any recordkeeping of hours. As we were a performancebased sales platform, our only records of the activities of the Independent Contractors were the customer contracts that were submitted for approval at the time of sale. It is plain that those Independent Contractors who made more sales presumably marketed more hours than those who made fewer sales or no sales at all.
118. It was the people that treated sales as a full-time endeavour that were most successful. Independent Contractors such as Ms. Schwantz, for example, were highly successful at door-to-door sales, because they marketed on a frequent basis. For instance, I have reviewed the records of Ms. Schwantz's sales statistics for June 2014, and determined that, at one time, Ms. Schwantz had sold contracts over a period of 27 consecutive days. This is one example of several where Ms. Schwantz sold contracts over a significant period of time. Attached as Exhibit "Y" is a list of Ms. Schwantz's sales between November 2013 and December 2014.
119. It was never recommended or encouraged to market for almost one month straight and there were certainly no push weeks that were 27 days long. It was Ms. Schwantz's personal choice to sell for such significant periods of time.
120. 

Ms. Schwantz was a highly motivated and successful Independent Contractor and freely chose to market the amount she did. I am informed by Joel Stewart, that Ms. Schwantz would set high achieving goals for herself as a crew coordinator, which included growing the numbers of her team and helping her achieve the goal she set for herself, which was to achieve $\$ 250,000$ in annual commissions. I have reviewed Ms. Schwantz's T4A for 2014 and, during that year, she made CAD $\$ 200,227.03$ in commissions. Attached as Exhibit "Z" is a copy of Ms. Schwantz's 2014 T4A.
121. Ms. Schwantz was an anomaly. Although we had successful Sales Agents, there were no Sales Agents as successful as her. Indeed, 5,498 of the class members in fact never made a sale while providing services to Just Energy. A list of these Sales Agents is attached as Exhibit "AA" to my affidavit. Generally speaking, if a Sales Agent was not making any sales after a few days, they chose not to continue marketing with Just Energy.
122. From 2012-2016, 2,416 class members made at least one sale while marketing services on behalf of Just Energy. The majority of the class members that made sales while marketing on behalf of Just Energy received less than $\$ 5,000$ in annual commissions. Of the 7914 Independent Contractors that were engaged as Sales Agents, 28 made over $\$ 100,000$ in annual commissions. A list of these Sales Agents is attached as Exhibit "BB" to my affidavit.
123. It was rare that an Independent Contractor chose to market as much as someone like Ms. Schwantz. Most Independent Contractors marketed 4-5 days per week, and only a few hours per day.
124. It was also acceptable and common practice for Independent Contractors to take extended time-off from selling with Just Energy. Indeed, many Sales Agents took time off, for days, weeks, months, and even years, only to return to making sales at Just Energy. In so doing, these Independent Contractors were not terminated for inactivity, nor were they turned away when they came back. Sales Agents could come and go as they pleased. Attached as Exhibit "CC" is an email that shows a former independent contractor returning to Just Energy after an extended absence of roughly seven years.
125. I am informed by Mr. Saffari that Mr. Nemati, Mr. Barbieri and Ms. Borg took significant time off from their sales. I have also reviewed sales' statistics from the class period which support this. For example, Mr. Nemati did not make any sales between December 30, 2013 and March 12, 2014. Mr. Barbieri made two sales between April 4, 2012 and June 10, 2012. Ms. Borg, made one sale between January 4, 2012 and September 18, 2012 and did not make any sales between December 2014 and June 5, 2015 and thereafter continued to sell on a sporadic basis until December 2 2015, and then later made a couple of sales in 2016. This
foregoing was perfectly acceptable, and these Independent Contractors were at no point terminated for ceasing selling. Attached as Exhibit "DD" is a list of Mr. Nemati, Mr. Barbieri and Ms. Borg's sales' statistics during the class period.

## No Supervision

126. Contrary to the Affiants suggestions, crew coordinators and regional distributors did not control, supervise or oversee Sales Agents throughout their day while they were marketing in the field.
127. I have reviewed sales' data that demonstrates that the affiants were often selling more contracts than the other Sales Agents on their teams on the same days. Given this, it is unlikely that they were supervising and managing Sales Agents throughout the day. For example, Sales Agents on Ms. Schwantz's team did not market at the same frequency as her. I have reviewed the records of her teams' sales' statistics during the same period, and they did not make nearly as many sales as Ms. Schwantz. Remarkably, Ms. Schwantz accounted for approximately $34 \%$ of her entire team's production. Accordingly, and contrary to Ms. Schwantz's assertions in her affidavits, it is unlikely that she was supervising the Sales Agents on her team, if she was able to achieve these significant sales numbers. Attached as Exhibit "EE" is a list of Ms. Schwantz's team's sales statistics from November 2013 to February 28, 2015.
128. Similarly, Mr. Lavigne accounted for almost $50 \%$ of his team's sales between May 1, 2015 and October 31, 2015, Mr. Nemanti accounted for $33 \%$ of his team's sales between July 1, 2013 and October 31, 2014; and Mr. Barbieri accounted for $57 \%$ of his team's sales between April 1, 2012 and September 30, 2012. A copy of the Mr. Lavigne, Mr. Nemanti and

Mr. Barbieri's team's sales' statistics are attached as Exhibit "FF", Exhibit "GG", Exhibit "HH", respectively.
129. Furthermore, I have reviewed the sales' data which indicates that during the class period, from 2012-2016, there were days when the Affiants were marketing in locations hundreds of kilometres away from where members of their sales teams were marketing on that same day. For instance, on December 16, 2013, Ms. Schwantz was marketing in North Bay, while another member from her team was marketing in Etobicoke, a distance of roughly 400 kilometres. Similarly, on January 2, 2014, Ms. Schwantz was marketing Brampton, while another member of her team was in North Bay, again a distance of roughly 400 kilometers. A copy of Ms. Schwantz's teams' sales' statistics are attached Exhibit "II".
130. In the case of James Acton, on March 14, 2014 and March 22, 2014, he was marketing in South River and Mattawa, while other members of his sales team were marketing on those days in Ottawa. South River and Mattawa are roughly 400 and 300 kilometres away from Ottawa, respectively (see Exhibit "II" above).
131. With respect to Ronald Lavigne, he was marketing in London on June 6, 2015 and Niagara Falls on September 14, 2015, while members of his sales team were marketing in Sault Ste. Marie and Brantford on those days, respectively. London is over 600 kilometres from Sault Ste. Marie and Niagara Falls is approximately 100 kilometres from Brantford (see Exhibit "II" above).
132. In addition, on July 26, 2014, Mr. Nemati was marketing in Ottawa while a member of his sales team was marketing in Brampton, being a distance of over 400 kilometres away. Likewise, on August 11, 2012, Mr. Barbieri was marketing in Pickering, while a member
of his sales team was marketing in Hamilton. Pickering is roughly 100 kilometres from Hamilton (see Exhibit "II" above).
133. At no time did Just Energy or any of its Independent Contractors manage or supervise Sales Agents or other Independent Contractors. Where crew coordinators and/or regional distributors communicated with Sales Agents during a day in the field, this was for the purposes of offering support and assistance. For example, I am informed by Mr. Saffari that, as a regional distributor, he would regularly call the crew coordinators to see how Sales Agents were doing for the purposes of offering them support and assistance if they needed it. These were informal calls and were often made when crew coordinators where less experienced Sales Agents were out on the field.
134. For example, if Sales Agents were not achieving their sales goals, the regional distributor would provide advice to the crew coordinator to convey to the Sales Agents. This advice would relate to, among other things, methods for improving one's sales skills or recommending an alternative location for the Sales Agents to try to market their business. While the regional distributor and crew coordinator would strategize on how to improve the situation on the ground for Sales Agents, it was ultimately up to the sales team with respect to whether they wanted to follow the regional distributor's advice or not.

## Push Weeks/Road Trips

135. Road trips and push weeks were organized by Just Energy in order to help Independent Contractors achieve their sales goals. Whether to do a push week or not was typically decided during my Monday conference call with regional distributors.
136. 

Push weeks, a common sales practice in many industries, were not a regular thing, as alleged by the Affiants, but were usually only planned when regional offices were still short of meeting their weekly sales goals.
137. Road trips were an office activity that was designed to facilitate sales and foster an environment of success. Road trips were often organized by crew coordinators, whereby the goal was to provide each Sales Agent with an opportunity to focus on and hone their craft as Sales Agents and go to territory that would be less saturated than traditional (close to home) locations. That said, it was up to each Independent Contractor to determine whether he or she would go on the road trip.
138. Independent Contractors paid for their own expenses while participating in push weeks or road trips. I am informed by Mr. Saffari that, around the end of 2013, Ms. Borg, Mr. Nemati and Mr. Barbieri were all marketing in the Viking office together and, when on road trips, paid their own expenses, including hotel and food.
139. Independent Contractors were not required to participate in push weeks and road trips. However, those who did participate chose to do so because they were committed to meeting their sales goals and were also motivated to win the various cash and promotional incentives offered by Just Energy.
140. In this regard, Just Energy was the industry leader in offering exciting, innovative and unique rewards to Independent Contractors. In addition to weekly commissions, Just Energy offered Independent Contractors a variety of incentives, rewarding Independent Contractors with significant sales with residual pay, cash bonuses and awards, including extravagant gifts and trips to exotic destinations. Attached as Exhibit "JJ" is a document entitled "Trip Rules" setting
out how Independent Contractors became eligible for trips, which in this case was to Puerto Vallarta, Mexico.
141. Categories of Rewards and Incentives included: the "Weekly Top 10" recognition, which were weekly notification of the top 10 sales agents; monthly rewards for top sellers; weekly bonuses, scholarships, awards for Independent Contractors that achieved 1, 3, 5 and 10 million in commissions; and awards for the regional sales offices that generated the most in sales. The rewards and incentives encouraged friendly competition and recognition, with the ultimate objective being to drive high-levels of performance and sales. For example, and attached as Exhibit "KK", is an email setting out Just Energy's "Double Points Week" initiative, which provided the opportunity to regionals to earn double points if they hit their weekly office sales targets. In addition, and attached as Exhibit "LL", is a spreadsheet outlining how Just Energy's 'New Agent Bonus" worked for JECP deals.
142. Whether Sales Agents wanted to take advantage of these rewards and incentives was up to them. There were several Independent Contractors that were highly motivated by the rewards and incentives offered by Just Energy and pushed themselves to sell. Ms. Schwantz was such a person, and often and often qualified for and won many of them, including a trip to Ireland.

## Other Business Ventures

143. The Affiants state that, as a resúlt of the demands of marketing Just Energy products, Independent Contractors were unable to engage in any other business, while also marketing for Just Energy. This is false. Indeed, I am aware of several Independent Contractors
that pursued unrelated business ventures while marketing on behalf of Just Energy, some of whom I have already named in My First Affidavit.
144. Other Independent Contractors that pursued their own business included:

- Sam Masri - he sold LED retrofits and other products on the side;
- Brandon Reidel - he had an antique shop while providing marketing services to Just Energy;
- Matt Pancer - he had a video production company while providing marketing services to Just Energy;
- Eric Manirambona - he operated a restaurant while providing marketing services to Just Energy;
- Ben Van Dieren -he sold Solar product for another company while also providing marketing services to Just Energy;
- Richard Carvell - he worked in real estate while also marketing with Just Energy.

145. It was also not uncommon for Independent Contractors to incorporate and engage with Just Energy as corporations for, among other reasons, tax and other financial reasons. Attached is an email of an Independent Contractor inquiring with Just Energy as to the implications of engaging with Just Energy through his corporation. Attached as Exhibit "MM" is an email chain that provides an example of an incorporated Independent Contractor engaging with Just Energy to market energy services.
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146. I am further aware of the following, among other Independent Contractors, that provided services to Just Energy through their own incorporation: Jody Kelly, Daniel Gadoua, Dan Camirand, Joel Stewart, Brian Marsellus, Glen Lancaster and Kevin Godin.

## Compensation

147. The Affiants assert that they were only paid commission on contracts that were accepted and finalized with the customer by Just Energy and that they did not have control over which contracts were accepted and/or finalized by Just Energy. I believe the affiants are suggesting that Just Energy rejected contracts to which they are entitled commissions for.
148. Although Just Energy had the ability to not enroll a customer, they never did this. Every Independent Contractor had control over whether they could make a sale or not. If an Independent Contractor made a sale and enrolled the customer correctly, they received a commission for the sale.
149. We did not reject a customer just for the sake of it. Contracts were cancelled only under the following circumstances:
(a) if there was a failed or uncompleted verification call;
(b) if there was a missing or incorrect signing date;
(c) invalid billing and service address;
(d) incorrect customer/billing name;
(e) a phone number or authorized signature was missing;
(f) an Independent Contractor's name/number/signature was missing;
(g) if there was illegible hand-writing;
(h) if an acknowledgment form was not signed/submitted; and
(i) if the Independent Contractor used an expired or an incorrect type of agreement.
150. When any of the above occurred, head office would contact the customer and try to secure the correct information. If they were unable to, or if the form is missing a customer signature, the Agreement would be cancelled.

SWORN BEFORE ME at the City of Miscrisouga a M(January 10, 2019


Commissioner for Taking Affidavits (or as may be)

Neal Hewitt

This is Exhibit "A" referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

ONTARIO
SUPERIOR COURT OF JUSTICE
BETWEEN:

## KHA-KORDESFANH HAIDAR OMARALI

Plaintiff

- and -


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

Defendants
Proceeding under the Class Proceeding Act, 1992

## AFFIDAVIT OF RICHARD TEIXEIRA SWORN JANUARY 25, 2016

I, RICHARD TEIXEIRA, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

## INTRODUCTION

1. I am the Vice President of Consumer Sales with Just Energy Group Inc. ("Just Energy" or the "Company"). As such, I have knowledge of the matters contained in this affidavit.
2. Just Energy provides electricity and natural gas supply to residential and commercial customers across North America. Just Energy commenced operations in Ontario in 1997. At that time, it marketed fixed price natural gas contracts and operated under the name "Ontario Energy Savings Corporation".
3. In or around 2002, the market for electricity was deregulated in Ontario. Thereafter, Just Energy began to mirket electricity in additional to natural gas.
4. From its outset almost twenty years ago, Just Energy has utilized independent contractors ("Independent Contractors") to solicit contracts for natural gas and electricity. These Independent Contractors go door-to-door with the purpose of persuading potential customers to sign contracts for their natural gas and electricity needs. For each customer an Independent Contractor procures, the Independent Contractor receives various commission payments based upon the quantity of product purchased by the customer and the length of time that custoner is in a relationship with Just Energy.
5. Through the success of its door-to-door sales platform, Just Energy was able to expand its business beyond Ontario and to offer its products to a broader marketplace. Since 2004, Just Energy has expanded to Alberta, Manitoba, Saskatchewan, British Columbia and Quebec in Canada and to fourteen states in the United States.
6. The entrepreneurial spirit and drive of our Independent Contractors has been the foundation for the growth and success of Just Energy. Our committed and hardworking Independent Contractors are rewarded based upon the success of their individual efforts. In the words of a prior Conpany slogan, our success has been built "one door at a time",

## PRODUCT OFFERINGS

7. Today, Just Energy is a publically traded Company and it has expanded its business into additional sales channels, such that it is selling prograns and products beyond its matural gas and electricity contracts. Just Energy offers, for example, tangible products such as
"Smart Thermostats" and, until recently, water heaters. It also offers rate flex prograns and green energy offset programs.
8. In addition to its door-to-door sales platform, Just Energy now offers customers the opportunity to purchase its products online. The reality, therefore, is that the expanded product offerings and purchasing avenues have transitioned a large portion of the Company"s sales revenues away from door-to-door sales. More specifically, in 2009, door-to-door sales made up approximately $95 \%$ of Just Energy's total sales revenues. Today, however, door-todoor sales comprise approximately $21 \%$ of Just Energy's total sales revenues.
9. Just Energy's diversification with respect to its product offerings has meant that its sales agents have transitioned from being one large sales force that sold all of Just Energy's program or product offerings, to being groupings of sales agents that are subdivided according to the products that they sell or the markets that they target.
10. More specifically, some of the subdivided sales forces include (i) sales agents who sell gas and electricity contracts to new retail customers; (ii) sales agents who renew gas and electricity contracts with current Just Energy retail customers; (iii) sales agents who sell gas and electricity contracts to conmercial companies; (iv) sales agents who renew gas and electricity contracts with commercial companies; and (v) sales agents who, until recently, sold water heaters.
11. While these sales agents may sell different products to differing customer bases, the one constant is that each and every door-to-door sales person is an Independent Contractor and it is this business model that has remained constant at Just Energy since 1997.

## JUST ENERGY'S BUSINESS MODEL

12. Just Energy operates on the basis of regional sales offices. Each regional office is operated by a highly successful Independent Contractor called a regional distributor. Most of our regional distributors began as door-to-door Independent Contractors. Each regional office recruits, trains and provides the platform and mechanism for Independent Contractors to directly market the product offerings of Just Energy.
13. To assist the Independent Contractor in being successful, Just Energy has developed a door-to-door solicitation program designed to obtain customer contracts. The foundation of this program is built upon the Independent Contractors managing their own sales business to obtain customer contracts. The Just Energy program includes recruiting, training and motivating new Independent Contractors who can choose to work as part of a team or on their own.
14. Typically, a regional office many contain a number of interchangeable teams organized by an assistant to the regional distributor, a crew coordinator or an assistant crew coordinator. Independent Contractors may go out to the field as a team to solicit new contracts from customers. However. Independent Contractors have no obligation to work out of a regional office or with a team from that office. This team model exists as history has proven that collaboration among Independent Contractors who encourage, motivate, share experiences and push each other can help to make them more successful while still enabling each Independent Contractor to manage their own sales efforts as they may see fit.
15. Just Energy's regional distributors are Independent Contractors but they also enter into separate distributor agreements with Just Energy. These distributor agreements outline the
regional distributors' obligations to Just Energy as well as to the Independent Contractors who may operate out of that regional office. Regional distributors have a vested interest in the success of the Independent Contractors operating out of their office as the regional distributor's compensation is derived as a percentage of the offices' sales proceeds.

## THE STRUCTURE OF A REGIONAL DISTRIBUTOR'S OFFICE

16. $\Lambda$ crew coordinator and an assistant crew coordinator are Independent Contractors who assist a regional distributor and act as a resource to the sales force within each office. The crew coordinator and the assistant crew coordinator assist in fostering each Independent Contractor's ability to thrive in the door-to-door sales environment. They do this by serving as a team leader and creating opportunities, stoch as by planning road trips or creating training and role playing activities. While these opportunities for success are made available to the Independent Contractors, it is within the prerogative of each Independent Contractor to select those opportunities, if any, which they believe will positively impact their commissions earned.
17. Athough the business stiucture described above is typical, there is no requirement that ar regional office be structured in this way by that office's regional distributor.

## DOOR-TO-DOOR SALES

18. Our Independent Contractors rely on direct door-to-door sales in order to best connect with their prospective customers. This sales practice is typical in our industry and also many industries which offer product and services for the homeowner.
19. Door-to-door sales can be demanding. Success can often be influenced by the personal approach of a salesperson to the sales task. Just Energy endeavours to train, motivate and develop each Independent Contractor to enhance their skills in order to become successful.

## -6-

However, we understand that not all Independent Contractors will necessarily find door-to-door sales to their liking or to be a task at which they will have success. It is, in part, the individualized nature of door-to-door sales that influence Just Energy's determination to engage all Independent Contractors as truly independent salespeople. As independent, full commission agents, their success is related to the individual effort they choose to bring to the sales task. Further, Just Energy encourages its successful Independent Contractors to also look to enhance their relationship with Just Energy by taking on more advanced roles as crew coordinators or regional distributors.
20. In my experience, many of our most successful Independent Contractors prefer the freedom and lack of structure that comes with a direct selling enviromment and prefer the straight commission remuneration that can lead to higher incomes based upon their individual efforts.
21. Just Energy draws its Independent Contractors from all walks of life, from varied educational and employment backgrounds and from those who may have a range of experiences in a sales environment. This can include a spectrum of individuals from students to the recently retired. While Just Energy endenvours to train and motivate its Independent Contractors to succeed, Just Energy understands that many Independent Contractors may only spend a short time undertaking the door-to-door function and may move on to other opportunities which they may consider to be more suitable to their particular needs, skills or for other personal circumstances.
22. I note that the proposed representative plaintiff, Haidar Omarali, has provided evidence to suggest that during his time as an Independent Contractor some 5 to 10 new

Independent Contractors would be recruited at the regional office out of which he worked each week due to the high turnover or attrition rate. Although it is not possible to verify those numbers, I do agree that Just Energy does have a large number of individuals who only spend a short time as Independent Contractors, principally because after trying the position for a short while they determine that the type of work is not to their liking for a variety of reasons. Mr. Omarali says that he was with Just Energy for some 17 months. If I were to then extrapolate his figures for the weekly turnover of Independent Contractors, he is suggesting that approximately 340 to 680 Independent Contractors would have spent time as a sales agent at that office during his tenure as an Independent Contractor. Again, I cannot verify those figures but they do demonstrate our efforts to seek out an effective and successful independent sales force. They also demonstrate how businesses such as ours which operate in the direct selling marketplace would have great difficulty operating outside of the independent sales force model which is so prevalent in businesses such as ours.

## RECRUITMENT

23. The primary way in which Just Energy recruits its sales agents is by way of advertisements. Just Energy places advertisements within most major publications and the advertisements encourage individuals to contact the Company so that they can be provided with information relating to the opportunities available at Just Energy. Now shown to me and attached to my affidavit as Exhibit "A" are samples of our advertisements. We are not unique in our recruitment efforts regarding the direct sales marketplace. Now shown to me and attached to my affidavit as Exhibit " $B$ " are similar advertisements by companies engaged in direct sales.
24. These advertisements include an area specific telephone number that is routed into Just Energy's centralized recruiting team. Just Energy's centralized recruiting team is
located in Ottawa and there are approximately twenty employees who answer the calls of individuals who are responding to newspaper and online advertisements.
25. When an individal speaks with a member of the centralized recmiting team, that individual is provided with information about the structure of the Independent Contractor role. In order to ensure that each individual is provided with an accurate representation of the Company's opportunities, Just Energy provides its centralized recruiting team with training to ensure a consistent message is conveyed to prospective Independent Contractors.
26. If the individual elects to pursue the opportunity with Just Energy after having spoken with our centralized recruiting team, that individual will then be directed to a regional office that is closest to the area specific telephone number that was originatly used in response to the advertisement.
27. From time to time, our recruiters also reach out to prospective sales agents directly by responding to ads placed by individuals looking for sales positions on employment boards such as Monster.ca. The same messaging is provided to these prospective sales agents by our recruiters.

## BECOMING A "BADGED" INDEPENDENT CONTRACTOR

28. 

Once an individual has decided to proceed beyond the initial call to learn about the Just Energy door-to-door sales opportunity, that individual will attend a regional office where he or she will interview with the office's regional distributor. The regional distributor will reiterate the philosophy of Just Energy, which is that the Company has a sales force of Independent Contractors who operate on a $100 \%$ commission based compensation structure. This interview is conducted as a one-on-one session. At the end of the interview, each candidate
would have been told that should they accept a position as an Independent Contractor, he or she will need to execute a contract to that effect and it would have been stressed that the Independent Contractor's position is a $100 \%$ commission-based opportunity. The candidate must then either agree to proceed on that basis or not. Only if they agree, does the candidate proceed to the next stages of our rectuitment process that would ultimately see them execute an Independent Contractor agreement and become a "badged" person with the ability to engage in door-to-door sales.
29. At this stage of the recruitment process the "independent contractor" relationship between Just Energy and a successful candidate has been made clear. Similarly, a prospective candidate will understand that there are no benefits provided by Just Energy, that they may come and go as they choose, that there are no deductions from their commission payments for statutory reasons or otherwise, that any expenses are their own to clam, and that there are no obligations owed to them by Just Energy regarding overtime, holidays, sick time, or the like. Just Energy strives to be as plain in this regard as it can be and endeavours to ensure that any questions a candidate may have regarding the opportunity to become an Independent Contractor are addressed.
30. If an individual elects to work towards becoming a badged Independent Contractor. he or she must fulfill Just Energy's training. Just Energy's training program is a five module course offering that is structured around explaining the Independent Contractor relationship at Just Energy, the legal and regulatory framework relevant to the position, Just Energy's product and service offerings, and the tools and techniques by which an Independent Contractor can be successful at door-to-door energy sales.
31. Our training is designed to foster success and to ensure that each badged Independent Contractor operates within the province's regulatory framework. This is why, for example, each Independent Contractor receives strict training which addresses what must and must not be done and said at each door. While Just Energy's sales agents must abide by the provincial regulatory requirements, each Independent Contractor is at liberty to use his or her own methods and he or she is not required to follow Just Energy's suggestions or advice.
32. Our training also includes an Ontario Energy Board mandated module and an Ontario Energy Board mandated exam. The content that is provided during the Ontario Energy Board module is dictated by the province and Just Energy's regional distributors follow the strict regulatory scheme with respect to the content that must be taught, reviewed and examined upon.
33. The Independent Contractor training modules are typically instructed by the regional distributors to groups of individuals who aspire to become badged Independent Contractors. The Ontario Energy Board mandated exam is proctored by a Just Energy employee who does not have a financial interest in the success of the Independent Contractor candidates. Now shown to me and attached as Exhibit "C" is a copy of an assessment Just Energy uses in that regard.
34. It is during the Just Energy training that successful individuals are provided with their Independent Contractor agreements for review and execution. It is our standard practice for an individual who agrees to become an Independent Contractor to be provided with a copy of their signed agreement.

## INDEPENDENT CONTRACTOR AGREEMENT

35. The relationship between Just Energy and our Independent Contractors is firmly established and set out in the Independent Contractor agreement that each and every Independent Contractor executes. The Independent Contractor agreement expresses the intent of Just Energy and the intent of its Independent Contractors to agree that the relationship will be one of an Independent Contractor and not a master and servant, employer/employee or any similar employment relationship.
36. Every opportunity is provided to anyone who may agree to sign an Independent Contractor agreement with Just Energy to ask questions regarding the effect and consequences of executing the Independent Contractor agreement and to ensure that all of its provisions are understood. Anyone who chooses not to agree to the terms of our Independent Contractor agreement will not be engaged by Just Energy to procure contracts from consumers on our behalf.
37. Now shown to me and attached to my affidavit as Exhibit " D " is the Independent Contractor agreement executed by Haidar Omarali. I note in particular paragraph 5 of Mr . Omarali's Independent Contractor agreement headed "Independent Status". To ensure that there can be no doubt with respect to the intent of the parties respecting the independent status of our Independent Contractors, much of the provisions of paragraph 5 are either boided or both boided and capitalized.
38. In addition to the express provisions respecting the independent nature of the relationship between Just Energy and its Independent Contractors, the Independent Contractor
agreement also refers to the commission-based structure of our Independent Contractors' compensation.
39. Further, there are specific provisions that relate to the lidependent Contractor status of our door-to-door sales force. They include: that the contractor is not, and shall make no claim that the contractor is, an employee of Just Energy; that the contractor's services are not, and are not intended to be, exclusive to Just Energy; that either party may terminate the agreement at their sole discretion without any damages being owed to the other party; and that the contractor assumes the risk of any loss arising from the contractor soliciting contracts on behalf of Just Energy.
40. I would also note paragraph 10 of Mr. Onarali's agreement relating to the integrity of sales. As Just Energy cannot effectively oversee the operations of any Independent Contractor engaged in door-to-door sales, we must be vigilant in respect of potential harm that in Independent Contractor could do to the image or reputation of Just Energy in their independent dealings with potential or actual customers.
41. The other affiants in the plaintiff's motion for certitication have similarly executed Independent Contractor agreements. Now shown to me and attached to my affidavit as Exhibits "E", "F", and "G" are the Independent Contractor agreements executed by Mortuza Awal, Kian Nazerally and Petra Filipovic, respectively.
42. It often happens that Independent Contractors leave us, sometimes to work with our competition, and then return. A new Independent Contractor agreement will be executed upon a return to the Company. By way of example, the formerly proposed representative plaintiff in this action, Kia Kordestani, was engaged with Just Energy or a related entity on three
separate occasions. On each occasion, Mr. Kordestami executed our Independent Contractor agreement.

## THE PRACTICE OF AN INDEPENDENT CONTRACTOR

43. Just Energy's Independent Contractors are at liberty to engage in door-to-door sales at any time and at any location, so long as their sales efforts comply with the regulatory framework. Just Energy does not require any reports or sales updates from an Independent Contractor and it does not have a sales quota or minimum number of doors to be knocked on per day. White each Independent Contractor can elect to operate in a quasi-tean like environment at the regional sales offices, these offices and the team leader structure at each office have been created only to serve as means to facilitate and foster success. Every activity is voluntary and the participation in any opportunity for growth is within the sole discretion of each and every Independent Contractor. Because we are a "performance-based" sales platform, our only records of the activities of an Independent Contractor are the customer contracts submitted for approval. We do not have information, for example, of hours or days worked or the number of calls on prospective customers that any Independent Contractor may have made.
44. I am advised by Tike Asajile, who is a crew coordinator at our Oshawa office, and believe that when he started his relationship with Just Energy as a door-to-door Independent Contractor that he would not come into the office in the mornings to participate in any meetings that might be organized to assist with sales development. He knew that meetings were not mandatory and initially chose not to attend. However, he advises that he subsequently appreciated the value of such meetings through the various role playing exercises, discussions as to how to deal with customer objections and questions regarding the Just Energy business and products. He also found that for him the meetings were motivational. As he put it in the terms
of a sales slogan, you would "get JUICE"d" - being "Join Us in Creating Excitement". As I have noted elsewhere in this affidivit, our Independent Contractors come from various backgrounds and experiences. As such, some will benefit from organized sales meetings and similar motivational sessions and others may not and may therefore make the choice not to participate.
45. I am advised by Thomas Langmaid, an Independent Contractor of our Oshawa office, and believe that he never attends any morning meetings at all. He has chosen to focus on commercial sales and to only work in the Oshawa area absent a specific referral otherwise. He does not go on "road trips" whether those organized by crew coordinators or trips which he could organize himself.
46. I amadvised by David Blair, who is also a crew coordinator in our Oshawa office, and believe that he and those Independent Contractors who choose to work with him most often do not hold a regular weekly meeting but rather have chosen to begin their door to door sales as soon as they are able. They also have determined that going on road trips has proven to be no more profitable than restricting their efforts to the Oshawa area and so they conduct their efforts only within the Oshawa region. He further advises me that any Independent Contractor is free to pursue sales outside the Oshawa region should they wish to do so and similarly, is not obliged to work in a team setting within the Oshawa region.
47. Further, an Independent Contractor who is engaged primarily in renewal contract scenarios would not work in a team or quasi-team enviromment. These Independent Contractors focus on existing customers and, generally speaking, are more experienced sales agents. They do not require the support that others might find in a team setting.
48. Just Energy's Independent Contractors work away from the regional offices and they are responsible for any expenses incurred in travelling to the area where they will go door-to-door including for business cards, pens, the cost of operating a velicle, or of other means of travel to a paticular neighbourhood or location, the cost of overnight stays in a hotel, meals, costs related to the use of celliphones or other technology, and any other similar costs. Often, however, a crew coordinator or assistant crew coordinator will underwrite those expenses in order that the entire team might benefit. Similarly, a regional distributor may provide bonus monies from time to time as a sales incentive for Independent Contractors working out of their offices. Such bonus monies are the responsibility of the regional distributor, who may offer such incentives to increase their own returns from the "overrides" they earn from sales by the Independent Contractors of their office.
49. If an Independent Contractor is working in a team environment, they may pursue sales within the territory of their regional distributor or may travel outside that region on sales trips to areas perhaps not covered, or recently covered, by that region's Independent Contractors. There is no regular "ronte" upon which an Independent Contractor may pursue sales, whether as part of a team enviroment or on their own. Obviously, from a sales perspective, it is sensible to concentrate a sales effort on areas which may not have recently been canvassed by our sales agents.
50. In addition, Independent Contractors may sometimes receive cash advances from an office's crew coordinator, assistant crew coordinator or regional distributor, these cash advances are within the sole discretion of each crew coordinator, assistant crew coordinator or regional distributor. The team leaders within a regional office often recognize the challenges associated with commencing a career in door-to-door sales and the potential for a significant
time lag between when a person is "badged" as an Independent Contractor ind when he or she makes his or her first sale or serjes of sales. Team leaders are Independent Contractors themselves and it is within their purview to elect to risk suffering a loss on any cash advances made to the Independent Contractors. Just Energy does not assume responsibility for any cash advances made to any of the door-to-door Independent Contractors by any team leaders. Of course. Independent Contractors who do incur expenses are able to chaim those expenses, and many do, for tax purposes.
51. Just Energy operates in al highly regulated industry and, as a result Just Energy has implemented those requirements that allow it to exist within the regulatory framework. For example, Independent Contractors must wear a mame badge, as this requirement is mandated by the province's regulatory scheme, which stipulates that door-to-door sales agents identify themselves.
52. Additionally, while Just Energy offers badged Independent Contractors the opportunity to purchase Just Energy branded clothing, Just Energy's sales agents are not required to purchase or wear any specific items of clothing, other than their name badge. Similar to establishing regional offices that are designed to provide individuals with resources that may assist them in their success as salespersons, the branded clothing is another mechanism through which Just Energy attempts to foster an environment of success. The branded clothing may facilitate the door-to-door sales transaction because it offers Just Energy's Independent Contractors an opportunity to market themselves in a professional and credible way from the moment that they knock on a door. The branded clothing is merely a tool that lidependent Contractors are at liberty to purchase and it is up to each Independent Contractor to assess whether sweh items will serve as an aid in their desire to earn or grow their commission based
compensation. Said differently, it is up to each Independent Contractor to determine which tools they require to be successful in their door-to-door sales.
53. The freedom and automomy of Just Energy's Independent Contractors can be seen in the following:
(ii) they can work on their own schedule, their own hours, at their own pace, performing the sales calls their own way;
(b) they are not required to follow any particular instructions from a supervisor;
(c) they can use their own sales techniques so long as they otherwise comply with regulatory requirements;
(d) they can hire others to assist with administrative tasks or other such tasks;
(e) they can pursue other unrelated business ventures, cven white pursuing Just Energy business. In that regard, and by way of example only, I am advised by Daniel Gadoua, one of our regional distributors, and believe that an Independent Contractor, Sam Masri, also sells LED lights for another company while out in the field pursuing contracts for Just Energy; and
(f) they are personally responsible for their expenses to generate sales but can also deduct those expenses for tax purposes. Further, some may also choose to incorporate. Daniel Gadoua, who commenced his relationship with Just Energy as a door-to-door Independent Contractor and, as noted above is now a regional
distributor, advises me and I believe that he conducts business with Just Energy through his corporation.
54. We believe our business model properly rewards the efforts of those Independent Contractors who strive to succeed at direct sales. By way of example only, I note that one of the affiants in the plaintiff's record, Kian Nazerally, was a very successful Independent Contractor. Although he suggests that he did not make the minimum wage of $\$ 10.25$ per hour, his earnings suggest otherwise. For example, now shown to me and attached to my affidavit as Exhibit "H" (redacted to remove certain personal identifiers) is Mr. Nazemally's T4^ for 2013 insued by Just Energy. His "self-employed commissions" are shown as $\$ 47,593.21$. Mr. Nazerally says in his affidavit that he worked as an Independent Contractor with Just Energy until September, 2013. As such, his T4A eamings for 2013 only cover an eight month period. On an ammal basis, his earnings would, at that rate, have amounted to over $\$ 70,000$.

## CHALLENGES TO INDEPENDENT CONTRACTOR STATUS

55. Just Energy believes that our consistent practice of engaging sales agents on an Independent Contractor basis as described above is in the best interests of both Just Energy and those men and women who contract with us as Independent Contractors. We have established and structured these relationships with a full understanding of our legal obligations and we strive to ensure that our sales agents, within the confines of the regulatory environment within which we carry on business, are independent and not engaged in an employment relationship. In contrast, Just Energy has hundreds of regular employees who we engage in numerous positions in an employment relationship with us.
56. On occasion, we have been challenged by former Independent Contractors with respect to their legal status under Ontario law. We have consistently responded to those challenges - be they pursuant to employment standards, workplace safety and insurance or similar legislative complaints - in defence of our business model of engaging our sales agents as Independent Contractors. We have consistently succeeded in defending those challenges, most often brought by ex-Independent Contractors for whom a role with our Company was not successful.
57. From time to time, and particularly to ensure that everyone within our Company maintains and respects the independent nature of the sales group acting on behalf of the Compiny, our sales management team will remind our regional distributors (who are themselves Independent Contractors and who have the most direct dealing with our door to door Independent Contractors) of the need to adhere to that independent relationship.

## ESTIMATE OF CLASS SIZE

58. Iam advised by counsel to Just Energy and believe that we are obliged to give our estimate of the size of the potential class in this action. Based on the consideration of the class period and a review of our "badged" Independent Contractors over that period, I would estimate that the class could comprise approximately 7,000 people. Within that number there may also be corporate entities which may have been the vehicle through which some Independent Contractors conducted sales.

SWORNbefore me at the City of Mrssissa.g., in the Province of Ontario, this $25^{\text {th }}$ day of January, 2016.

$\wedge$ Commissioner for taking affidavits.


NEAL HEWITT

Tab A

This is Exhtbit.........A...................rofarrod io in the
$\qquad$
sworn before mo, this..........................................


# kijiji <br> Mississauga / Peel Region 

## Entry Level Sales Reps

Ad ID 1115805046

| Date Listed | $03-$ Dec-15 |
| :--- | :--- |
| Address | ", Etobicoke, ON |
|  |  |
| Job Type | Full-Time |

Professional sales opportunities now avalable in the retail energy market
If you:

- thrive on independent work
- are highly motivated
- enjoy meeting new people
- set personal goals

This opportunity offers you Great compensation potential, bonuses and incentives, full training and the chance to grow your career with an industry leader!

Top ten Ontario Earners, whove been with our team for a year and a half, averaged $\$ 1,900$ per week last Quarter 2015!

ORIENTATION BONUS OPPORTUNITY - earn up to $\$ 1000$, EMAIL FOR MORE INFO

## Entry Level Sales Position

Ad ID 1087366962

| Date Listed | 03 -Dec-15 |
| :--- | :--- |
| Address | *, Toronto, ON, |
|  |  |
| Job Type | Full-Time |

We are dedicated to building the strongest leadership team for our company. Leadership gives us the advantage we need to deliver the best results to our customers. As a team member, your top priority will be customer satisfaction.

Our core values:

- Excellence
- Development
- Encouragement
- Respect
- Integrity

We offer: Training, Positive work environment, Competitive Compensation + Bonuses and Trip incentives.
Core Duties:

- Pefform assigned tasks \& procedures efficiently and in a imely manner.
- Deliver friendly service to Energy Consumers, assess their needs and provide solutions.
- Provide new customers with an exceptional customer experience.


## No Experience Required

Our company has room for advancements and we look for bright, energetic, motivated individuals who are interested in learning and developing their career.

Oremtation Bonus Opportunity, earn up to $\$ 1,000$ - Email for more Info and to set up an Interview Today
kijijii

## Entry Level Sales Position

## Ad ID 1085833262



| Date Listed | 03-Dec-15 |
| :--- | :--- |
| Address | \% OShawa, ON, |
|  |  |
| Job Type | Full-Time |

We are dedicated to building the strongest leadership leam for our company. Leadership gives us the advantage we need to deliver the best results to our customers. As a team member, your top priority will be customer satisfaction.

Our core values:

- Excellence
- Development
- Encouragement
- Respect
- Integrity

We offer: Training, Positive work environment, Competitive Compensation + Bonuses and Trip incentives.

Core Duties

- Perform assigned tasks \& procedures efficiently and in a timely manner.
- Deliver friendly service to Energy Consumers, assess their needs and provide solutions.
- Provide new customers with an exceptional customer experience.


## No Experience Required

Our company has room for advancements and we look for bright, energetic, motivated individuals who are interested in learning and developing their career.

To Qualify for an Interview, Email your Resume Today

## Tab B

Th's is Exhibit...........................rotercod io in the affidavl of.........ikhard Teixera ...................
 day of.........Januory............................20... $16 . .$.



## Field Sales Representative

Date. Jan 47.20 tB
Loctron: Toronto, ON, CA
Req |d: E6735





 Intemel. Betis Satellite TV and amazing new tochnotognes such as Del Froe TV

Compony: Dell Aulthorizad Agents

As an ambassador of Bell"s products and services you will work from a residential lead lisit door do door to showcase and sell Bet Fibe TM, which brings fare, lhe world"s best technology, right to consumers" homet. As a busled advisor, you whit idenilify and help duslomers connoct with corminuhication and lifestyle solutions thal meet their unique
 onvionment to work collaborativaly in a leam, learn new skills and take chafoe of your caraerl

Do you fil tha part?

- You ate a smarl self-startor who knows thelr way ground the latest lectrologles
- An outgoing and engtging personathyl

You are articurate and have an entrepreneurisl nundsel.

- You are cisciplined and self-molivaled, and excel in managing your time and pronities.
- You hawe the physical abity la do the job; a lol of walking is inwolved, rain or shine.

What's in h tor you?

- Conlinuous salet training lesding to personal and prolesstional devolepment.
- Compelitive compensation whero you determine your caming powerl Expocted carnings \$55,000-\$65,000 in your firsi year with same high pertorming consultants mating upwards of $\$ 80,000$ a y yourl'
- Opportunities to sdvance into higher level roles withir 12-18 months
- 25\% ull your persansl toell survices

Hequirements:

- 1-2 years customer service or sales mxpenenco is an asset
- Vehiche and a valid driver's firence is ant asset
- Full-time availability of 37.5 hours per week
- Abstily to wort evenings and weekends - Mond ay - Fridny 2-GPM; Siturdhy 11 AAM -5PM

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Additional Information:
Pastion Type Contractor
 Application Deadina: 2018.02-02

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|  | door to door sales | Mississauga, ON | Fand Jobs |  |
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## Home Comfort Advisor

OGS - Mississanga, OM<br>$\$ 8,000$ a month<br>Job Description:

- Home Comtort Advisorts will be responsible for the direct sale end presentation of ecotriendly and energy saving equipment to consumers. This is a postion tor sellmotivated individuals who wish to be paid properly for the work they put in. This is a connmission based position where you will be making $\$ 1000$ per salk. If you are willing to pul the work in. we have managers with years of expenence ready to help you learn.

Responsibillties:

- Willingness to continuoushy develop and learn lechniques, sale structures and communication skilts
- Conduct door-fo-door effliency checks an consumers' curren HVAC equipment, including furnaces and air conditioners
- Advise homeowners on entrgy-saving products that help reduce hydro bills and greenhouse gases
- Advise homeowners on use and cara ol merchandise and proydo advise concerning spectalized products or services
- Possess thorough understanding of company products inrough ongoing training sessions
- Willingness to contimpusly develop and leam tecnniques sale stuclures and communication skills

Requirements:

- An open mind that is willing to learn from experientend managers
- Ambition to make greal money through hard work and ambtion
- Comfort and confidence when speaking to olhers is an enormous assel
- Legally etigible to work in Canada
- Self-motvated and enthuslastic

Compen*ation:

- We offer the most compelitive commission packayes in the itudustry with no cap on earnings and bonuses for excellence in performance. Associates are pard \$1000 per tale, and a new associate can oxpect to make an average of 12 bates per week depending on motivation.

There are opportunitles to quickly advance wilh extremely valuable incentives for top performers. We provide personalized benefil packages to the top associates for the quarter, semi and annual term.
If you wish to be considered for an interviow, please forward your resurne today.
Salary: \$8,000 00 /month
Required experience:

- Sales: 1 year

7 days ago-save job

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 Gel job updates from OGS. By selecting Folluw, yuaFollow agree to get updated information and new jobs for this company by emaul. You can cancel alens at anyume.

Aboul this company
OGS
We are a direct lo consumers sales company that specializes in HVAC and Water Treatment Syslem equipment. We pride ourselves in providing...

- Home Comfort Advisor job - OGS - Mississauga, ON | Indeed.ca Page 2 of 20074

Shipper and Receiver<br>Temporal Power Lid, - Allississauma, ON<br>Indeed - 7 days ago<br>Eashly apply<br>Stocker/Loader - Warehouse (Brampton) \$13/hou.<br>Arrow Protessional Services - Brampion. ON<br>indeed - 10 days aqu<br>Easty appiy<br>Entry Level Forklifi - Exlrusion Operalor<br>The Best Connection Inc. - Elotrooke, DN<br>Indeed - 11 cays ayo<br>E suily appis<br>Hallway House Altendant<br>Mississaugua Golf and Country Club - Mississauya. CN<br>indped - 7 deye ago<br>Easity apply<br>"See more recommended jobs - 20 new

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## Marketing Sales Representative

Kangaroo Rewards - Toono, ON
Commission

Kangaroo Rewards is currently seeking ambithous Marketng Sales Representatives to actively soligit ond sell ts products to local merchants in all sectors.

Kangaroo hefps ltcal merchants relain and engage customers through the use of mobie loyalty programs.

Job Type Commission
Required experiente:

- Duat-Fo-Door Salas. 1 year

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Please revien all applicalion instructions belore applying to Kangaroo Rewards.
Apply Now

3Wigw tecormmended jobs for you - 20 new

## \% Apply Now

Please review all application instructrons befare appiyup to Kangaroo Rewards

## Apply Now



Gel job updates from Kangaroo Rewards. By selecting Follow, you gree to yet updated information and new jobs for this company by omail. You can cancel alerts at anytime.

About this company
Kangaroo Rewards Kangaroo Rewards is an innovative company that aims to provide SMEs with revolutionary marketing lools to help locat merchants acquire now..

## Tabl C

This is Exhibit...........................raterrod to in the atitdavi of.........Richord Teixera ................... swern betore ma, this........ 25 day of......... Januory ............................. $20.16 \ldots$.



## Ontario Industry Training Assessment Booklet

For Office Use Only:
Name (Please Print):

Date:

Signature:

Confirmation of identification:

## Administration Sign Off:

Total: $\quad 150$

## Section : - Phager in the Etergy sector

5 minutes

1. What is the OEB responsible for?
a. Setting rules and regulations of energy suppliers
b. Handling consumer complaints about energy
c. Issuing licenses to energy suppliers
d. All of the above
2. This energy regulator monitors the energy industry to ensure licensed market participants comply with law, regulations and rules governing the energy sector
a. Ontario Energy Board
b. Ministry of Energy
c. Ontario Power Generation
d. Ontario Power Authority
3. Approximately how many licensed electricity distributors ("LDCs") are there in Ontario?
a. 2
b. 73
c. 170
d. 25
4. Who are the two major natural gas distributors in Ontario?
a. Union Gas and Hydro One
b. Hydro One and Kingston Gas
c. Union Gas and Enbridge Gas Distribution
d. Enbridge Gas distribution and Kingston Gas

## Section 2 - Eisectricity

Time $\quad 11$ minutes

1. Name the unit of measure that electricity consumers are billed based on
a. Gigajoules
b. Meters
c. Therm
d. Kilowatt hours
2. Residential and small volume commercial consumers have two options from which to purchase their electricity supply, they are
a. The Regulated Price Plan ("RPP") from the LDC and electricity consumers
b. The RPP and LDC
c. The LDC and deregulated generators
d. The RPP offered by LDCs and electricity suppliers
3. What does RPP stand for?
a. Rate Protected Price
b. Ready Paid Pricing
c. Regulated Price Plan
d. Regulated Pricing Program
4. When does the RPP forecast price changes take effect?
a. November 1st each year
b. The 15th of each month
c. May 1st and November ist each year
d. Every 3 months

## Section : Electricity, Continued

5. If a consumer signs an agreement with an electricity supplier, then:
a. They will leave the RPP
b. They can never go back to the RPP
c. Any variance amount is settled with a final "one time" charge or credit
d. Both a and c
6. An aspect of a smart meter is:
a. It allows the consumer to know how much electricity they are using at different periods throughout the day
b. It allows the consumer to know their exact electricity consumption
c. It prevents a consumer from signing an agreement with an electricity supplier
d. All of the above
7. Time of use pricing:
a. Results in the consumer paying less for hydro in peak periods
b. Results in the consumer paying a flat rate
c. Results in the consumer paying less for hydro in off-peak periods
d. All of the above
8. This is the charge for the electricity you use, which you buy either from your local utility or through a licensed electricity supplier.
a. Delivery charge
b. Global adjustment
c. Distribution charge
d. Electricity commodity charge

## Serran $2-E$ Encuricity, Continued

9. What was the global adjustment previously called?
a) Provincial adjustment
b) IESO charge
c) Provincial Benefit
d) RPP
10. Where does the Global Adjustment show on a consumer who is on the RPP bill?
a) If they are purchasing from a supplier, it is included in the commodity charge
b) If they are paying the RPP it is included in the RPP rate
c) If they are being charged time of use rates, it is a separate line item
d) All of the above

## Section : Natural Gas

Time

1. How often do natural gas non-municipal LDCs review gas supply prices?
a. Quarterly
b. Every 6 months
c. Once per year
d. Whenever the RPP is set
2. This charge is for the gas a consumer uses, which they purchase either through their local utility or a licensed natural gas suppler.
a) Natural gas commodity charge
b) Natural gas supply adjustment
c) Delivery charge
d) Transportation charge
3. What option does a consumer have if they do not buy their natural gas through a ficensed natural gas supplier?
a) They are forced to buy it through the IESO
b) They are required to buy it through the LDC
c) They can choose to buy it from an unlicensed supplier
d) They can buy it from the OEB
4. The OEB Codes of Conduct state that energy salespeople must
a) Provide a business card as soon they introduce themselves to consumers
b) Not exert pressure on a consumer
c) Close the sale within one visit
d) Both a and b
5. The ID badge that a salesperson wears
a) Does not have to be visible at all times, just during an introduction
b) Must be visible at all times to the consumer
c) Must be worn on inner clothing
d) Must have the picture of the salesperson covered for privacy reasons
6. Under ECPA regulation 389/10, what action represents an unfair practice?
a) Making any false, misleading, or deceptive statement to the consumer
b) Telling a consumer their gas will be cut off if they do not sign an agreement
c) Telling a consumer they do not have a 10 day cooling off period
d) All of the above
7. Who can sign a residential energy agreement?
a) The account holder, their spouse, or their common law spouse
b) Anyone living at the home where the energy is consumed
c) A sibling of the account holder
d) All of the above

## Section 4: Your Fole as a Salesperson, Contined

5. Enrolling a consumer under false pretenses, acting as the consumer during the verification call, and signing the consumer's name on the agreement are all:
a) Acceptable sales practices
b) Questionable, but allowed sales practices
c) Examples of fraud or forgery
d) Are allowed under ECPA regulation 389/10
6. If you speak to a consumer that has a "no soliciting" sign that you did not see you should
a) Continue with the sales presentation
b) Apologize for the error
c) Attempt to set up another time or place to meet the consumer
d) Do nothing
7. When speaking to the following people, door to door salespeople should use extra discretion with:
a) The elderly (over 70), minors, babies
b) Minors, people who speak English fluently, students
c) People who have trouble speaking English, minors, the elderly
d) The account hoider's spouse, the account holder, students
8. In terms of consumer's privacy, salesperson responsibilities include:
a) Keeping the consumer's information safe
b) Using consumer's information for personal gain
c) Personally keeping copies of incomplete agreements and any bills
d) All of the above

## Secton 5- Exatuing an Agreement

Time

1. The following must be completed in order for an agreement to be valid (not an exhaustive list)
a) Consumer's signature, bank account information, mailing address
b) Acknowledgement statement - signature, Agent name, Agent signature
c) Acknowledgement statement - date signed, bank account information
d) Consumer name, account holder name, credit information
2. When is it appropriate to use a Disclosure Statement?
a) Never
b) In every sales presentation
c) Only when a consumer requests it to be used
d) For sales presentations at your office only
3. When is it appropriate to change a Disclosure Statement?
a) Never
b) In every sales presentation
c) Only when a consumer requests it to be used
d) For sales presentations at your office only
4. When is it appropriate to use a Price Comparison Form?
a) Never
b) In every sales presentation
c) Only when a consumer requests it to be used
d) For sales presentations at your office only

Contritued on hextage

## Seckon : Execuing an Agreement, Continued

5. Price Comparison Forms are designed to...
a) Mislead the consumer
b) Compare the energy suppliers price to competitor prices
c) Compare the LDC default prices and energy supplier prices
d) All of the above
6. The top section of the Price Comparison Form
a) Should be covered up when the consumer signs the price comparison
b) Estimates the consumer's charges when purchasing through the LDC
c) Explains the difference between hydro and gas rates
d) All of the above
7. Should the Disclosure Statement and Price Comparison Form be signed by the authorized consumer?
a) Signature is not required since this is for information purposes only
b) The Disclosure Statement is the only document that should be signed
c) The Price Comparison Form is the only document that should be signed
d) Both the Disciosure Slatement and Price Comparison Form should be signed

## Section $6-$ vermation

Time
6 minutes

1. The Verification call must be completed
a) After the enrolment transfer request is sent to the utility
b) Before the enrolment transfer request is sent to the utility
c) Before the 10 -day cooling off period has expired
d) Both b and c
2. Who can complete the Verification?
a) The account holder, their spouse, or their common law spouse
b) Anyone living at the home where the energy is consumed
c) A sibling of the account holder
d) All of the above
3. The script for the Verification call:
a) Is standard for all Ontario energy suppliers
b) Is different for all Ontario energy supplers
c) Cannot be printed by energy suppliers
d) Both a and $c$

## setion 6 - Verification, Continued

4. In the Verification call the following must be confirmed:
a) That the call is recorded
b) That the consumer understands savings is not guaranteed
c) The price and term of the agreement
d) All of the above
5. When can a Verification agent deviate from the applicable OEB approved verification script?
a) Never
b) To provide a factual answer to the low volume consumer
c) When required to terminate the call
d) Both b and c

## Section 7 - Agreement Renewals Amendments

Time $\quad 9$ minutes

1. For renewal packages sent to consumers for expiry dates after January 1, 2011:
a. The package must include a Disclosure Statement
b. The package must not include a Price Comparison Form
c. The package must include promotional material
d. Both a and c
2. When must a supplier send the renewal package to the consumer?
a. Between 180 and 90 days before the agreement expires
b. Between 120 and 30 days before the agreement expires
c. Between 120 and 60 days before the agreement expires
d. Between 120 and 90 days before the agreement expires
3. The following rules apply to automatic renewals:
a. Automatic renewals are for electricity only
b. Automatic renewals are for a 5 year term only
c. Cancellation penalties apply throughout the term of the automatic renewal
d. None of the above
4. For agreements expiring after January 1, 2011 what cancellation rights apply for electricity consumers that are renewing their agreement?
a. Cancellation can be provided over phone, or in writing
b. The consumer can retract their agreement to renew up to 14 days afterward
c. The consumer must pay a penalty when cancelling no matter what
d. Both $a$ and $b$

## Section 7 - Agreement Renewals \& Amendments, Continued

5. When a renewal is confirmed by the consumer, the following requirements apply:
a. The call shall not be recorded
b. The applicable OEB approved renewal script statements must be included in the call.
c. The salesperson shall terminate the call when required, after they attempt rebuttal scripting.
d. Both b and c
6. If a consumer decides not to renew and notifies the energy supplier after they've received the renewal or extension package.
a. The energy supplier should ask for renewal again on the phone
b. The energy supplier should re-send a renewal package
c. The energy supplier shall not contact the consumer again to attempt to renew that same contract
d. The consumer must let the supplier know in writing for it to apply
7. When a consumer receives a renewal package via mail, e-mail or the web, the package must contain the following information:
a. The energy suppliers toll free number
b. If a gas agreement, that it will be renewed if certain things are not done
c. Indicates that the consumer will be renewed if they select an option
d. All of the above

## Section 7 -Agreemen Renewals \& Amentments, Contirued

8. What is the number of days that a consumer can cancel their natural gas or electricity renewal agreement without exit fees?
a. 10 days
b. 30 days
c. 14 days
d. No possible without paying the ext fee

## Secion 8.Consumer Cancellation

Time
6 minutes

1. In which situation will the consumer most likely have to pay a cancellation penalty?
a. When cancelling within the 10 -day cooling off period
b. When declining reaffirmation during the verification call
c. When they permanently move
d. When they wish to cancel an agreement after their cancellation period has ended
2. If the agreement, Disclosure Slatement, or Price Comparison Form were not fully and accurately completed, and signed:
a. The consumer can cancel without penalty
b. The consumer can cancel by telephone only
c. The salesperson should complete the forms after the sales presentation
d. All of the above
3. If an electricity consumer decides to cancel and penalties apply, then:
a. If they use under $15,000 \mathrm{kWh} / \mathrm{yr}$., the fee is capped at $\$ 50$ per year or partial year left
b. If they do not pay, they will not be cancelled
c. The OEA will force them to pay their penalties
d. Both a and c
4. A contest will occur when a consumer signs with a supplier and:
a. They have never signed up with another energy supplier
b. They are already flowing for the same commodity with another supplier
c. They are already paying the LDC for their commodity
d. Both $a$ and $b$

## Sequon - Conshmer Cumellaton, Continued

5. The current (existing) energy supplier must do the following when a contest occurs:
a. Contact the consumer to affirm them
b. Nothing
c. Contact the consumer within 5 days to notify them of any exit fees or other amounts owing under the contract
d. Both a and c

## Total

15

Tab D

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## JUST ENERGY CORP. Independent Contractor File Information



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GCSTFACTORNUVEER:
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FOR HEAD OFFICE USE ONLY
Beck ground check: $\square$ Completed by: $\qquad$

# INDEPENDENT CONTRACTOR AGREEMENT 

This is an agreement (the "Agreement") between Just Energy Corp. ("JEC") and you, an independent contractor (the "Contractor").

WHEREAS, JEC has been retained by Just Energy Ontario L.P. ("JEOLP") to assist JEOLP in obtaining natural gas, electricity and green energy contracts ("Contracts") from consumers located in Ontario.
JEC has developed a door to door solicitation program designed to obtain Contracts for the benefit of JEOLP. The purpose of this Agreement is to confirm the lerms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to JEC, to assist JEC in obtaining Confracts for the benefit of JEOLP.

FOR VALUE RECEIVED, the parties agree as follows:

1. Marketing Activity: The Contraclor agrees to market Contracts for the benefit of JEOLP as an independent contractor of JEC. The Contractor understands and agrees that the terms and conditions of the Contracts may not be amended by the Contractor, and the Contractor shall have no aultority to enter into any agreements of any kind on behalf of JEC, JEOLP, or any of their affliates (collectively, "JUST" ENERGY"), except as specifically provided in this Agreement. In no event shall the Contractor represent that he or she is an employee of, or connected with, JEC or JEOLP in any way, other than as provided herein. The Contractor shall not operate under or otherwise use the trademarks or tradenames or logos of JUST ENERGY, except as expressly permitted in writing by JEC. The Contractor is responsible for ensuring that anly the most recent form of Conlract is used for makketing activily, and JEC may designate times when new Contract forms may be obtained from JEC and Contracts are to be returned to JEC. The Contractor acknowledges that they may not accept a "notice of termination", "notice of canceltation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law and Code of Bghaviour: The Contractor shall comply with all applicable present and future federal, state and local laws, legislation, regutations, codes, common dew, builetins, rules, guides, ordinances, jivdgments, policies license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of JUST ENERGY unless said representation is either contained in the written material published by JUST ENERGY from time to time for use by the Contractor or is absolutely true and nof in any way misleading to the potential or actual customer. The Contractor understands that JEOLP has no affiliation to any government agencies or local utilites, and that the Contractor is only acting on behalf of JEC in the solicitation of Contracts for JEOLP. At all times when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, the JUST EIVERGY manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatnient of potential customers. If the Contractor breaches any of the foregoing obligations, JEC may terminate this Agreement immediately, the Contractor shall relum ail JUST' ENERGY material, and the Contractor may be pursued at law for all damages caused by its conduct. The Contractor shail return all sums received and earned during the course of engaging in actions prohibited by Applicable Law or contrary to JUST ENERGY's code of conduct to JUST ENERGY immediately upon request. The Contractor acknowledges having received a copy of, and having fead the Ontario Energy Board "Codes of Conducl" for natural gas marketers and electricity retailers (the "Codes"). The Contractor sqrees to abide by the terms and conditions of Codes and to abide by the terms and conditions or any codes of behaviour prepared and delivered to the Contractor by JEC, and to follow all instructions or directions provided by JEC from time to time.
3. Confidentiality: Except for disclosure to JUST ENERGY, the Contractor agrees to keep confidential (both during the term of this Agreement and afterwards) all information prowided by potertial and actual customers of JEOLP and all information provided to the Contractor by JUST ENERGY. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify JUST ENERGY in witing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to JUST ENERGY keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to JUST ENERGY's customer service department are recorded and consents to the recording of the contractor's calls.


## ONTARIO ENERGY ASSOCIATION ("OEA")

## PRIVACY NOTHCE \& CONSENT

 invelved in door-lo-door consumer solicitetionstsales fo confim that each of dheir respective sales agents hes



QEA memters vill require you to confim your idencity for fie purpose of the registration. You must preseril fuo pieces of inentificetion, wie of which mush be a govemment-issued photo latentificetion (e.g. a drivels licethe.) Flease note that identication numbers submitted (ex. driver's joproe numbers) will not be inputted of oltervise slored in the OEA Regisly

QEA members will input your name. date of completion of the treining, and informiation that may used to identify you (e.g. office location, of curtract nimber.) Your dete of birth will also be used for the purpose of regisiering and accurtely identifying seles agents whth the sante lesiname. To protect your privacy, youl dete of birth will not Hes retaned, but will instead be elactronically convelted into a substute oode.

The CEA ties iniplemerited reesombla administelive, phosicel, snd tectricel sefeguards in an efiort io preiect

 CEA Fejlistry personnel involveot in die adminetrelion.



Ey efgning below, I consent to the nammer in which ity personal information vill bag coilecied, used, fitchesed gind ntherwise :nethaged la the manner eetnout Elous.

4. Compensation: A Medium Volume Customer Contract or a Large Volume Customer Contact shall be deemed "Effective" when it is (i) is properly completed and signed by the customer, (ii) approved and affirmed by JEC or JEOLP; and (iii) approved by the applicable local utility. A Small Volume Customer Contract shall be deemed "Effective" when it is properly completed and signed by the customer, and the customer has been provided a welcome call code and a reglstered pre pald card. For each Effective Contracl that is not cancelled by the cuslomer, the Contractor will be compensated according to the commission schedule in place at the fime of submission of the Contract, which schedule may be amended from time to time by JEC in its sole discretion. JEC will notify the Confractor of any change in such schedule by posting the amended schedule at the JUST ENERGY office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. The amended schedule is effective for all Contracts submitted after the schedule has been posted. The Contractor acknowedges having recelved a copy of the current commission schedule and understands that the Contractor may obtain copies of any current commission schedule upon request. The Contractor understands and agrees that JEC may advance potential commission prior to approval of Contracts by JEOLP and the applicabie local utility or prior to becoming aware of any ineffectiveness or cancellation of the Contract.

JEC will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of setoff and recovery are in addition to the right of JEC to seek damages from the Contractor for any claimed wrongful act or omission.

The Coniractor agrees and acknowledges that all payments made and duc by Just Energy hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the residual payment (i.e., if the Contractor does not cash hisher cheque), and if Jusl Energy is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment.
5. Independent Status: The Contractor is, and will always be considered, an independent contractor under this Agreement. The Contractor understands and agrees that the Contractor shall be responsible for and neither JEC nor JEOLP will reimburse the Contractor for any transportation, accommodation, food or any other expenses inculted by the Contractor in the performance of the Contractor's services hereunder. The Contractor has control, independent of JUST ENERGY, over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are to be solicited, so long as such manner is in accordance with Applicable Law, the Codes and JEC's reasonable policies regarding treatment of potential customers (as described in ariy JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). JUST ENERGY does not employ Contractors and there is no employerfemployee relationship between JUST ENERGY and the Contractor.

The Contractor is not, and shall make no claim that the Contractor is, an employee of JEC. The Contractor shall be responsible (as applicable) for the payment of; and JEC shall not deduct, withhold or pay, income tax, employmeth insurance premituns, government pension plan premiums, employer heelth tax premiums or any other similar amounts with respect to the Contract. The Contractor is also responsible for the payment of workers compensation premiums or contributions and is not entitled to workers compensation. The Contractor is solely responsible for making all of these payments, if required.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES WOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR OTHER EMPLOYMENT BENEFITS. CONTRAGTORS WHO MUST COLLECT G.S.T., MUST HAVE THEIR OWH G.S.T. WUMBER.
6. The Contractor shall not: (i) do anything that might harm the reputation or goodwill of JEC; (ii) disparage JEC or ils products, employees, consumers or customers; or (ilt) present false or misleading information about JEC to consumers or to the general public; in any form or media, including, but not limited to, in telephone calts, newspaper, radio, television, or the Internet.
7. Not Exclusive: The Contractor and JEC agree thal the Contractor's services are not, and are not intended to be, exclusive to JEC. Notwithstanding the foregoing, the Contractor agrees not to provide services to other business entities that compete directly with the business cartied on by JUST ENERGY during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor
agrees not to solicit any employee, contractor or customer of JUST ENERGY for a period of two (2) years after the termination of this Agreement.
8. Term and Termination: This Agreement is for an initial term of one year, with automatic one year fenewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, without any damages being owod to the other party except as set out herein whether before or after one year. Termination is effective immediately upon witten notice by either party to the other, and neither party is required to have or provide any reason to terminate this Agreement. Additionally, this Agreement will be considered lerminated without notice, and the Contractor's status will be converted to "inactive", if the Contractor does not submit any Contracts for three consegutive weeks.

On lemination the Contractor must immediately reiurn to JEC all materials and property relating in any way to SUST ENERGY, including, without limitation, all Coniracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shail only be entitted to receive commissions on Effective Contracts in accordance with the then appllcable commission schedule, and shall not be entitted to receive: (i) monetary commisslons in the nature of "residual" payments, (i) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been given out. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentlve rewards that have not yat been given out, will be forfeited by the Contractor. Notwithstanding anything contained herein, where lermination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law, the Codes, or any JUST ENERGY information manual or code of conduct, or where upon termination, the Contractor faits fo abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of JEC's investigation into such breach, the damages for such breach, and rectification of breach, and JUST ENERGY shall have the right to sue for damages caused, directly or indirectly, by said breach.
9. Forgery, Fraud and Misrepresentation: The Contractor understands that falsification of information (including a customer signature), and obtaining information through misrepresentation, deceit or falschood may constitute forgery and/or fraud. Forgery and fraud are criminal offences. The penalifes for torgeny and fraud include imprisonment. The Contractor agrees not to cominit forgery or fraud while reprosenting JUST ENERGY and understands and agrees that commiting forgery, fraud or any other criminal offence while representing JUST ENERGY are actlons that will result in kemination of this Agreement. in addition, any wrongful beheviour by the Contractor, whether or not criminally punlshable, will result in immediate ternination of thls Agreement. The Confractor acknowledges that they have received a copy of the "Compliance Bulletin; Independent Contractor Conduct" and that they have reviewred and understand the contents regarding any act that falsifies or includes erroneous information on contracts or during fixed price/price protection reservation code ("FPRC/PPRC") calls.
10. integrity of Seles: JUST ENERGY is serious aboul upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of JUST ENERGY, the Contractor may be subject to any remedies prescribed or permitted by law. JUST ENERGY has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations (up to $\$ 50$ per investigation). JEC may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concems.
11. Subcontracting. The Contractor shall not, without the express written consent of JEC, subcontract with or assign or transfer any of its rights or obligations under this Contract to any person of entity (each a "subcontractor"), uniess the subcontractor (i) has undergone the product and consumer protection orientation program provided by JEC and/or its affiliates; (il) has consented to a background check by JEC, its affiliates and/or backgroundchecks.com and been approved by JEC and/or its affiliates; (iii) agrees to display a photo identification tag provided by JEOLP at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the JUST ENERGY information manual and code of conduct. If the Contractor breaches this obligation, JEC may terminate this Agreement immediately, Contractor shall return all JUST ENERGY material, and Confractor may be pursued at law for all damages caused by its conduct.
12. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injunies, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor
 Contratis. The Condactor hereby fully reneases and discherges JEO, tEOLP and its efflithes and theit




 activities herounder.
12. Crimital Background Chock. The Contractor undersienos and agrees that weC confucts whinel background clecks as part of its screening process and the Contracior agrees to complele the consent fol Disclosure of Personal infommetion form attached io this higeernent in accordiance with the instuctions thereon. The Contractor adrees to immediately rodity dEC if the Contractor is convicied of any crime following the date hereof.
14. OEA Standardiag Training Modute. The Contacter agres to completo the Ontario Energy Association ("OEA") standardized training module on an annozl basis, or as otherwise may be refuifed by JEC. The Contractor agrees not to disclese the contents of any tesi administered by the OEA to any cher person, whether or not such person would be taking the test, and is responsible for payment of any fees in laking the test or training module. It is the contactor's eesponsiblity to ensure the trainling module is completed on an हn?ual basis.
 aentralized tegistry aministered by the CEA, and sgrese to provide JEC with the necessary infurmetion io







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## ONTARIO ENERGY BOARD ("OEE") <br> CONTRACTOR CERTFFICATION

TO: JUST EKERGY ONTARIO L.P. and JUST ENERGY CORP.

The undersigned indenendeni Contractor inowa as an Independeat Condrator, Crew Comdinator. Fegional Distribulor and/or National Distributor) acknowledges. confirms and certifies as Solkens:

1. I have received and read the OEB Code of Conduct for Fas Merketers and the Electricity Retailer Code of Coriduct.
2. JUST ENERGY has provided treining in, and I agree to Ebida by, the Codo of Conduct for Gas Marketers and the Electricity Fetailer Code of Conduct.



## For Office Use Only :

Name (Please Print):
HADAR cmarali
Date:
July 222012
Signature:

Confirmation of identification:

Administration Sign Off:

Total: 44/50

## Ontario lndustry Training Module elearning

 Assessment
## Name:

Date:
Test : $\quad 3 / 4$

Test 2: $\quad$ q/10

Test 3: $\quad$ j/3

Test 4: $\quad 8 / 8$

Test 5: 617

Fest 6: $\quad 3 / 5$

Test 7: $\quad \eta 5$

Tesl 8: $\quad$ Y 18

Total: Lif/50

## Pass / Fail

## hifidar omafagu

## Section 1: Players in the Energy Sector




1. What is the $O E B$ is responsible for?
a. Setting rules and regulations of energy suppliers
b. Handling consumer complaints about energy suppliers
c. Issuing licenses to energy suppliers
d. All of the above
2. This energy regulator monitors the energy industry to ensure licensed market participants comply with law, regulations and rules governing the energy sector.
$x$
(a) Ontario Energy Board
b) Ministry of Energy
c. Ontario Power Generation
d. Ontario Power Authority
3. Approximately how many licensed electricity distributors ("LDCs") are there in Ontario?
$\sqrt{\text { a. }}{ }^{2} 75$
c. 170
d. 25
4. What are the two major natural gas distributors in Ontario?

I/ a. Union Gas and Hydro One
b. Hydro One and Kingston Gas
(C) Union Gas and Enbridge Gas Distribution
d. Enbridge Gas distribution and Kingston Gas

1) wim Haitarir omaracl

## Section 2: Electricity Module

Tut: $\quad$ 9,
Finar: 11 minates

1. Name the unit of measure that electricity consumers are billed based on,
$\times$ a. Gigajoules
b. Melers
C. Kilowatts
(d.) Kilowatt hours
2. Residential and small volune commercial consumers have two options from which to purchase their electricity supply, they are:
a. The Regutated Price FIan ("RPP") from the LDC and electricity consumers
$\checkmark$ b. The RPP and $L D C$
3. The LDC and deregulated generators
(d.) The RPP offered by LDCs and electricity suppliers
4. What does RPP stand for?
a. Rate Protected Price
$\checkmark$
b. Ready Paid Pricing
(c) Regulated Price Pian
d. Regulated Plan Price
5. When does the RPP forecast price changes take effect?
a. November ist each year
$V$ b. The 15th of earh month
c. May 1 st and Wovember 1 st each jear
d. Every 3 months
6. If a consumer signs an agreement with an electricity supplier, then:
a. They will leave the RPP
b. They can never go back to the RPP
c. Any variance amount is setted with a final 'one time' charge or credit
(d.) Both a and $c$
7. Some aspects of a smart meter are:
(a) It allows the consumer to know how much electricity they are using at different
periods throughout the day
b. It allows the consumer to know where they are using electricity
c. It precludes a consumer from signing an agreement with an electricity supplier
d. All of the above
8. Time of use pricing:
a. Results in the consumer paying less for hydro in peak periods
b. Results in the consumer paying a flat tate
C. Results in the consumer paying less for hydro in off-peak periods
d. All of the above
9. This is the charge for the electricity you use, which you buy either from your local utility or through a licensed electricity supplier.
a. Delivery charge
$\checkmark$
b. Global adjustment
c. Distribution charge
(d) Electricity commodity charge
10. What was the global adjustment previously called?
$\sqrt{ }$ a. Provincial adjusiment
b. EESO charge
(c) Provincial Eenefit
d. RPP
11. Where does the Global Adjustment show on a consumer who is on the RPP blll?
a. If they are purchasing from a supplier, it is included in the commodity charge
b. If they are paying the RPP it is included in the RPP rate
c. If they are being charged time of use rates, it is a separate line item
d. Ail of the above

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## Section 3: Natural Gas Module

Tolal: $\quad$ Z3
Time: 4 dimmes

1. How often do natural gas non-municipal LDCs review gas supply prices?
$\checkmark 6$ Quarterly
b. Every 6 months
c. Once per year
d. Whenever the RPP is set
2. This charge is for the gas a consumer uses, which they purchase either through their local utility or a licensed natural gas supplier.
$1 /$ (a) Natural gas commodity charge
b. Natural gas supply adjustment
c. Delivery charge
d. Transportation charge
3. What option does a consumer have if they do not buy iheir natural gas through a licensed natural gas supplier?
$\checkmark$ a. They are forced to buy it through the IESO
(3) They are required to buy it through the LDC
c. They can choose to buy it from an unlicensed supplier
d. They can buy it from a licensed electricity supplier
... himbar oviaraly

## Section 4: Your Role as a Salesperson 3

: :

1. The OEB Codes of Conduct state that energy salespeople must
a. Provide a business card as son they introduce themselves to consumers
b. Not exert pressure on a consumer
$V$
c. Close the sale within one visit
d.) Both $a$ and $b$
2. The ID badge that a salesperson wears
a. Does not have to be visible at all limes, just during an introduction Must be visible at all times to the consumer
c. Must be worn on inner clothing
d. Must have the picture of the salesperson covered for privacy reasons
3. Under ECPA regulation 389/10, what action represents an unfair practice?
a. Making any false, misleading, or deceptive statement to the consumer
$\sqrt{ } b$. Telling a consumer their gas will be cut off if they do not sign an agreement
c. Telling a consumer they do not have a 10 day cooling off period
d. All of the above
4. Who can sign a residential energy agreement?
a. The account holder, their spouse, or their common law spouse
b. Anyone living at the home where the energy is consumed
c. A sibling of the account holder
d. All of the above
5. Enrolling a consumer under false pretenses, acting as the consumer during the verification call, and signing the consumer's name on the agreement are all:
a. Acceplable sales practices
Q. Questionable, but allowed sales practices
C. Examples of fraud or forgery
d. Are allowed under ECPA regulation 389/10
6. If you speak to a consumer that has a "no soliciting" sign that you did not see you should:
$\sqrt{a}$
Continue with the sales presentation
Apologize for the error
c. Attempi to sef up another time or place to meet the consumer
d. Do nothing
7. When speaking to the following people, door to door salespeople should use extra discretion with:
a. The elderly (over 70), minors, babies
b. Minors, people who speak English fluently, students
c. People who have trouble speaking English, minors, the elderly
d. The account holder's spouse, the account holder, students
8. In terms of consumer's privacy, salesperson responsibililies include:
9. Keeping the consumer's information safe
b. Using consumers information for personal gain
c. Personally keeping copies of incomplete agreements and any bills
d. All of the above

HOH: flatdar OMmaAl

## Section 5: Executing an Agreement

Total: ( $\because, 17$

## Than: 3 Minutes

1. The following must be completed in order for an agreement to be valid (not an exhaustive lis!)
a. Consumer's signature, bank account information, maling address
$V$ (b) Acknowledgement statement - signature, Agent name, Agent signature
c. Acknowledgement statement -date signed, bank account information
d. Consumer name, account holder name, credit information
2. When is it appropriate to use a Disclosure Statement?
a. Never
(b.) In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your office only
3. When is it appropriate to change a Disclosure Statement?
a. Never
b. In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your office only
4. When is it appropriate to use a Price Comparison Form?
a. Never
b.) In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your office only
5. Price Comparison Forms are designed to...
x
a. Mislead the consumer
b. Compare the energy supplier's price to competitor prices
c. Compare the LDC default prices and energy supplier prices
d. All of the above
6. The top section of the Price Comparison Form
a. Should be covered up when the consumer signs the price comparison
b. Estimates the consumer's charges when purchasing through the LDC
c. Explains the difference between hydro and gas rates
d. All of the above
7. Should the Disclosure Statement and Price Comparison Form be signed by the authorized consumer?
a. Signature is not required since this is for information purposes only
b. The Disclosure Statement is the only document that should be signed
c. The Price Comparison Form is the only document that should be signed
d. Both the Disclosure Statement and Price Comparison Form should be signed
w m : $f 1+1 D+2$ cmaratl

## Section 6: Consumer Cancellation Rights/Contest Rules

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Time: is finutes

1. In which situation will the consumer most likely have to pay a cancellation penally?
a. When cancelling within the 10-day cooling off period
b. When deciining reaffirmation during the verification call

6
c. When they permanently move
d. When they wish to cancel an agreement after their cancellation period has ended
2. If the agreement, Disclosure Slatement, or Price Comparison Fonm were nol fully and accurately completed, and signed:
i a. The consumer can cancel without penalty
b. The consumer mus! cancel by telephone
c. The salesperson should complete the forms after the sales presentation
d. All of the above
3. If en electricity consumer decides to cancel and penalties apply, then:
(a) If they use under $15,000 \mathrm{WWh} / \mathrm{yr}$, the fee is capped at $\$ 50$ per year left
\% b. If they do not pay, they will not be cancelled
c. The OEA will force them to pay their penalties
d. Both a and o
4. A contest with occur when a consumer signs wilh a supplier and:
$\forall^{\prime \prime}$ a. They have never signed up with another energy supplier They are already flowing for the same commodity with another supplier
c. They are already paying the LDC for their commodity
d. Both a and $b$
5. The current (existing) energy supplier must do the following when a contest occurs:
$\propto$
a. Contact the consumer to affirm them
b. Nothing
(c) Contact the consumer within 5 days to notify them of any exit fees or other amounts owing under the contract.
(d. Both $a$ and c

## Haidar ominatul


1.24


1. The Varicasien cell must be completed:

1.) Before the entominent fansfer request is sent to the ubitht
c. Before the 10 -dey cocilitg off pariad hes aypired
d. Bothband o
2. Who esin conplete the Verification?
is O. The account holder, their spouss, or their cammon lath spouse

C. A sibling of the exconat hodder
d. Allof tie atiove
3. The soript for the Verincerima cell:
4. (3.) Is standard for Ell Ontento anergy stopliere

c. Cancot te priney hy shergy suppler
d. Befhamerde

i. ․ That the ofl is momet

s. The price and ism of the egremerif O) Inctastoms
5. When can a Verification agent deviate from the applicable OEB approved verification script?
a. Never
$x$
b. To provide a factual answer from the low volume consumer
c. When required to terminate the call
(d.) Both $b$ and $c$

## 

## Section 8: Agreement Renewals \& Extensions

Butal 8

Time: a limutus

1. For renewal or Extension packeges eent to consumers for expiry dales after dahuary 1 . 2011:
(a) The package must include a Disclosure Statement
b. The package must not include a Price Comparison Form
c. The aeckege must irolude pronolional mberia!
d. Eoll a and $c$
2. When must a suppter sand the rensural of extusion package to the contwher?
a. Eetheen 180 and 90 days before the agreement expires
b. Between 120 and 30 day's before the agreement axpires
(2.) Eetwesn 120 and 60 deys before the sgreement expires

3. The following hiss epply to Eutometic renewals:
a. Autoratic renewals are for electricity only
b. Autometic teluevals an for a 5 year bem only
c. Caricslletion peralties epply throughout the tem of tha automatic renewat
(d.) pane cif the obove
4. For agresments exping sher Jambary 1.2011 what cancellation high epply for Gectricity comsumers that Ere renewing thait agreenent?
a. Cancellation cath be provided over phone, or in witing
b. The contunter can eblact ingir agreement io renew up to 14 deys efforard
c. Thi concumor musl pay a pority when cancelling no metter whet
(d.) Eun $a \operatorname{and} b$
5. When a renewal/extension is confirmed by the consumer, the following requirements apply:
a. The call shail not be recorded
b. The applicable OEB approved renewal script statements must be included in the catl.
c. The salesperson shall terminate the call when required, after they attempt rebuttal scripting.
d. Both b and c
6. If a consumer decides not to renew and notifies the energy supplier after they've received the renewal or oxiension package.
a. The energy supplier should ask for renewal again on the phone
b. The energy supplier should re-send a renewal package
(c.) The energy suppller shall not contact the consumer again to attempt to renow that same contract
d. The consumer must let the supplier know in writing for it to apply
7. When a consumer receives a renewal package via mail, e-mal or the web, the package must contain the following information:
a. The energy supplier's toll free number
$\checkmark$
b. If a gas agreement, that it will be renewed if certain things are not done
c. Indicates that the consumer will be renewed if they select an option
d. All of the above
8. What is the number of days that a consumer can cancel their natural gas or electricity Leriewal agreement without exit fees?
a. 10 days
b. 30 days
c. 14 days
d. No possible without paying the exit fee

## Tab $\mathbb{E}$

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 day of...........anuory ...............................16...


Just Energy Corp. V082712
Independent Contractor File Information

(The above information will not be applied unless accompanied by business registration documents.)
curkentadoress: 2723 Pimlicocrescent


TELEPHONE NUMBER: $1613,1400-1940$ CELL NUMBER: $63,100-1940$


REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):G13-400-1CL10
Additional information
Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?
Yes, my contractor number was $\qquad$ No.

FOR SALES OFFICE USE ONLY CONTRACTOR NUMBER:
 and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.


## BackCheck



Just Energy Corp. Internal Usn Only: 2 pieces of legible ifi are requirect one must be govi-issued and Include the applicant's name, dale of birth. sitnalure and phote. Please fax or e-mail all appropriate documonls to BackCheck at 1-866-323-3097/orders (apackehsck. ca.


## INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "Agreement") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "Contractor").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contrats from consumers ("Contracts") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent coltractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtalning Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the foliowing:

1. Marketing Activity: You agree to market Contraets for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp, or its affiliates (coliectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as prowided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and lotal laws, legislation, regulations, codes, common law, bulletins, rules, éuides, ordinances, judgments, policies, license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless sald representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Enargy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo Identfication tag. The Contrattor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at taw for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.
3. Confidential information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (both during and after the term of this Agreement) all information provided by potential and actual customers of Just Energy. and alf information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confldence, other than such disclosure as is necessary to ensure proper commission payments in actordance with the commission structure. The Contractor consents to lust Energy Corp. keeping personal information with respect to the Contractor, including, without limitation information
related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the polle and similar organizations upon their request.
4. Compensation: A Contract shall be deemed "Effective" when it in is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been vefifled in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp, office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equat to the commission advanced for any Effective Contract that is subsequently cancetled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Ene gy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 munths of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation of a donation of any kind.
5. Independent Cantractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp, the existence of which relationship is hereby expressly denied by Just Energy Corp, and Contractor. The Contractor is engaged in the business of selling for soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and alt remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. wilf not reimburse the

Contractor for transportation, accommodation, foad or any other expenses incurred. The Contractor has control: independent of Just Energy Corp, over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contratts, and the manner in which Contracts are solicited, so lang as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUSY ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. for any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Fnergy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iil) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office ar while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct ar pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitied to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

## IHIS INDEPENDENT CONTRAGTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINMMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Nan-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Carp. or Itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or Its affiliates during the term of this Agreement and for a period of three ( 3 ) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two vears after the termination of this Agreement.
7. Ferm and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and nelther party Is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contrattor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agrecment.

On termination, the Contractor must Immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon terminatlon for any reason, the Contractor shall oniy be entitled to receive commissions on Effective Contratts in accordance with the then applicable commission schedule, and shali not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliatlon" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionalfy, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to ablde by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.
8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining fnformation through misrepresentation, deceit or falsehood \{each being a "Prohibited Act") may constitute a criminal act under Applicable taw, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of lendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erronenus information on contracts or during verification calls.
9. Integrity of sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor dellberately misleads patential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with cornpliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing actlvity in response to customer concerns.
10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontiactor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affilates; (ii) bas consented to a background checle by just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affilites; (iii) agrees to display a photo identiflcation tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.
11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor may sustain arising out of, or in connectlon with, or fn any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affliates and their respective
officers, directors, agents, servants and employees from any and all rlaims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's fallure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.
12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractar agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instruttions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convisted of any crime following the date hereof.
13. Set-Off: You agree that Just Energy Corp, may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contrattor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp, shall be entitled to collect any amounts owed by you to Just Energy Corp, by way of deduction from any commission payments payable to you hereunter.
14. Notices: Any notice or other communication in connection with this Agreement shall be deamed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, pustage pre-pald.
15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforreable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceablity or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be retolved in a court of competent jurisdiction in the Province of the Aftiliate's Jurisdiction, and the parties expressly agree that such court shall have persomal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:
5 Ontario.
$\square$ Alberta
$\square$ British Columbia
$\square$ Manitoba
G Quebec
I Saskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

## Mortuza Anoa

Contractor Name (Printed)


Contractor Signature

$\frac{106 b+2}{\text { Witness Signature }}-$


Date

## INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

## Commissions Ontario)

Commission shall be payable to the Contractor in the amounts inditated in the following chart (subject to the notes below):

| Residential |  |  |  |
| :---: | :---: | :---: | :---: |
| Commodity | Up.Front ${ }^{\text {P }}$ | Reconciliation ${ }^{(2)}$ | Residuals ${ }^{(3)}$ |
| Notural Gas-Residential Predict- $\alpha$-bill (per Effective Contract) | \$35 | \$35 | \$5 |
| Electricity = Residential My Time (per 10,000 kWh) | \$35 | \$35 | \$5 |
| Justclean Complete | \$50 | \$15 | \$5 |
| JustGreen Residential - Natural Gas and Electricity ${ }^{(4)}$ | 100\% - \$15 per RCE | 100\% - \$15 per RCE | - |
| Commercial |  |  |  |
| Commodity | Up-Front ${ }^{1 /}$ | Reconclitiation ${ }^{\text {[2] }}$ | Residuals ${ }^{(5)}$ |
| $\begin{aligned} & \text { NaturalGas-Commercial } \\ & \text { (per } 3,000 \mathrm{~m} 3)^{(3) / a l} \end{aligned}$ | \$90 | \$5 | \$5 |
| Electrlity - Commercial (per $10,000 \mathrm{kWh})^{(3)(6)}$ | \$40 | \$4 | \$5 |
| $\begin{aligned} & \text { Just Green Natural Gas } \\ & \text { (per RCE) } \end{aligned}$ | 100\% - \$20 per RCE | 100\% - \$10 per RCE | - |
| JustGreen Electricity (per RCE) ${ }^{(6)}$ | 100\% - \$35 per RCE | 100\% - \$15 per RCE | - |

(1) The Up-Front commission payment, in the amount Indcated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor |regular commission dates occur once per week). The amount payable at the Up-Front commission date is cappep at and shall not exceed $\$ 2,500$ with any commission owing over $\$ 2,500$, payable on the reconciliation commission date.

A Contract shall he deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (i) becomes effective in accordance with Applicable Law, (iil) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and ( $b$ ) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in additlon to the right of Just Energy Corp. to seek damages from the Contractor for any elatmed wrongful act or omission.
(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconeliation commission date that is at least 60 daps after flow of
natural gas and/or electricity has commenced with respect to the Effective Contract submitted, This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconcillation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconclifation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be maule on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (incluting, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affllates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliaton payment date are entitled to receive positive reconciliation payments, Notwithstanding the foregoing, any portion of an UpFront payment which has been deferred as a reconcliation payment because of the cap outined in note (1) may be paid even if Contractor is in "inactive" status.
(3) Payment is advanced or paid in the amount indicated above per $3,000 \mathrm{~m} 3$ or $10,000 \mathrm{kWh}$ of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.
(4) Payment of the amount indicated in the chart above is based on the percentage of JustGreen sold to a customer to a maximum of $100 \%$ per customer. Jusigreen cammissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.
(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. An "Active Contractor" is a Contractor that: [1] has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day pariod prior to the residual payment dato; and jili) has not provided services to any competitor of Just Energy Corp. or jis affiliates during the eligibility period. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.
(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable,

## Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or patd the following bonus amounts (subject to the notes below):

| Numberóficustome? RESIDENTIAL | Aronus Payable. |
| :---: | :---: |
| 5-14 | \$250 |
| 15-19 | \$400 |
| 20-29 | \$600 |
| 30-39 | 5750 |
| 40 and greater | \$1,000 |


|  |  |
| :---: | :---: |
| 75-149 | \$200 |
| 150-299 | \$500 |
| 300-599 | \$1,000 |
| 600-799 | \$2,500 |
| 800 and greater | \$5,000 |

Commercial Bonus Points are awarded per week as follows:
(a) Commercia! Nalural Gas: 6 Bonus Points per RCE.
(b) Commerciel Electricily. 2 Bonus Points per RCE.
(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, "enstomer equivalent" means 1 residential Effective Contract; and (i) with respect to commertial Contracts, a "customer equivalent" means $3,000 \mathrm{~m} 3$ or $10,000 \mathrm{kWh}$ of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Surday.
(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $\$ 600$ or if a Contractor accurnulates 350 Commercial points In a week, the tatal bonus payable for that week will be $\$ 1,000$ ). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can resultin negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Alfiliates reserve the right to, at any time fincluding, without limitation, following the reconciliation commission payment date), make deductions andor offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

## Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bld for a commercial customer thet requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Reglonal Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses cutline above do nat apply to a Commertial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deat is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.


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just Energy

## Mortuza Aural

Ontario innusiry Training Module eleaming Assessment

## Section 1: Players in the Energy Sector

X. What is the OEB is responsible for?
(3) Setting rules and regulations of energy suppliers
b. Handling consumer complain's about energy suppliers
c. Issuing licenses to energy suppliers
d. All of the above
2. This energy regulator monitors the energy industry to ensure licensed market participants comply with law, regulations and rules governing the energy sector.
(g) Ontario Energy Board.
b. Ministry of Eriergy

Ontario Power Generation
6. Approximately how many licensed electricity distributors ("LDCs") are there in Ontiant?
a. 2
(3) 75
c. 170
d. 25

4. What are the iwo major natural gas distributors in Ontario?
a. Union Gas and Hydro One
b. Hydro One and Kingston Gas
(c) Union Gas and Enbridge Gas Distribution
d. Enbridge Gas distribution and Kingston Gas

Total: 214
Time: 5 Minutes

## Section 2: Electricity Module

N. Name the unit of measure that electricity consumers are billed based on.
a. Gigajoules
o. Miters
c. Kilowatts
(d) Kilowatt hours
27. Residential and small volume commercial consumers have two options from which to purchase their electricity supply, they are:
a. The Regulated Price Plan ("RPP") from the LDC and electricity consumers
b. The RPP and LDC
c. The LDC and deregulated genarators
(d.) The RPP offered by LOCs and electricity suppliers

What does PPP stand for?
a. Rate Protected Price
b. Ready. Paid Pricing
(c) Regulated Price Plan
d. Regulated Plan Price

When does the RPP forecast price changes take effect?
a. November lIst each year
o. The 15 in of each month
(6) May 1 st and November 1 st each year
d. Every 3 months

5. If a consumer signs an egraemant with an electricity supplier, then:
a. They will leave the RPP
b. They can never go beck to the RPP
c. Any variance amount is settled with a final one time charge or credit
(d) Boil a and $c$
6. Some espects of a sman meier are:
(3. I allows the consumer to know how much electricity they are using at aifierent periods throughout the dey
b. It allows the consumer to know where they are using eiectricity
c. It precludes a consumer from signing an agreement with an electricity supplier
d. Fll of the aboye
(7. Time of use pricing:
(3. Rasulis in the consumer paying less for hydro in peak periods
b. Results in the consumer paying at flat rate
c. Resultis in the consumer paying less for hydro in of̈-peak periods
d. All of the above

This is the charge for the electricity you use, which you buy eitiner fron your local utitity or through a ficensed electricity supplier.
e. Delivery charge
b. Glóal adjusiment
c. Distribution charge
(d.) Eleciricriy commodity charge
19. What was ithe giobal adjusiment previously called?
a. Provincial adjustment
b. IESO charge
(c) Provincial Benefit
d. RPP

K 10. Where does the Gloial Adjustment show on a consumer who is on the RPP bill?
a. If they are purchasing from a supplisr, it is included in the commodity charge

If they are paying the RPP it is included in the RPP rate
c. If they are being cinarged time of use rates, it is a separate tine itern
d. All oit the above

Total: 8110
There: 11 Minutes

## Section: Natural Gis Module

1. How ofien do natural gas non-municipa! iDCs review gas supply prices?
(a) Quarterly
b. Every 6 months
c. Once per year
d. Whenever the RPP is set
2. This charge is for the gas a consumer uses, which they purchase either through their local utifity or a licensed natural gas supplier.
(e.) Natural gas commodity charge
b. Natural gas supply adjusiment
c. Delivery cinarge
d. Transportation charge
3. What opitan does a consumer have if they do not buy their natural gas through a licensed natural ges supplier?
a. They afs yorced to buy through the IESO
(b) They are required to buy it through the LDC
c. They can choose to buy it from an unlicensed suppliar
d. They cen buy if from a licensed eleciricity supplier

Total: $\quad 3 / 3$
Time: 4 Minutes

## Section 4: You Role as a Salesperson

1. The OEB Codes of Conduct state that energy salespeople must
2. Provide a business cord as soon they introduce themselves to consumers
b. Not exert pressure on a consurner
c. Close the ale within one visit
(d) Both a and b
3. The ID badge that a salesperson wears
a. Does not have to be visible at all times, just during an introduction
(B.) Must be visible at all times ta the consumer
c. Must be worn on inner clothing
d. Must have the picture of the salespers on covered for privacy reasons
4. Under ECPA regulation 389/10, what action represents en unfair practice?
a. Making any false, misleading, or deceptive statement to the consumer
b. Telling a consumer their gas will be cut off it they do not sign an agreement
c. Telling a consumer they do not have a 10 day cooling off period
(19.) All of the above
5. Who can sign a residential energy agraemerit?
(E) The account holder, their spouse, or their common law spouse
b. Anyone living at the home where the energy is consumed
c. A sibling oi the account holder
d. All of the above
U. Enrolling a consumer under ialse pretenses, acting as the consurner during the verincation call, and signing the consumer's neme on the agreemont are alt:
a. Accepiable sales practices
b. Questionable, out allowed seles practices
(c.) Examples of iraud or forgery
d. Are allowed under ECPA regulation 389/10
V. If you speak to a consumer that has a "no soliciting" sign that you did not see you should:
a. Continue with the sales presentation

Apologize for the error
©. Attempt to set up another time or place to meet the consumer
d. Do nothing
27. When speaking to the following pecple, door to door salespeople should use extra discretion with:
e. The elderly (over 70), rninors, babies
b. Minors ; poople who speak English fluently, students
(3). People who have trouble speaking English, minors, ihe elderly
d. The account holder's spouse, the account holder, stuctents

X 8. in terris ai consumer's privacy, salesperson responsibitities include:
a. Keeping the consumer's information sate
b. Using consumel's information for personal gain
c. Personally keeping copies of incomplete agreements and any bills
d. All or the ebove

Total: -7/8
Time: 9 Minutes

## Section 5: Executing an Agreement

 $\sqrt{1 .}$ Exhaustive list)a. Consumer's signature, bank account information, mailing address
(o.) Acknowledgement statement - signature, Agent name, Agent signature
c. Acknowledgement statement - date signed, bank account information
d. Consumer name, account holier name, credit information
2. When is it appropriate to use a Disclosure Statement?
a. Never
(6) in every salas presentation
c. Only when a consumer requests if to be used
d. For sales presentailons at your office only
$\sqrt{3}$. When is it appropriate to change a Disco sure Statement?
(e) Never
b. In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your office only

When is it appropriate to use a Price Comparison Form?
a. Never
6. In every sales presentation
c. Only when e consumer requests th to be tied
d. For sales presentations at your office only
5. Price Comparison Forms are designed to...
a. Mislead the consumer
b. Compare the energy supplier's price to competitor prices
(c) Compare the EDO default prices and energy supplier prices
d. All of the above
(3). The top section of the Price Comparison Form
(0). Estimald be covered up when the consumer signs the price comparison charges when purchasing through the $L .0 C$
c. Explains the diference between hydro and gas rates
d. All of the above

7. Should int Oisclosure Stetement and Price Comparison Form be signed by the authorized consumer?
a. Signature is not required since this is for information purposes only
b. The Disclesure Siatement is the only document that should be signed
c. The Pfice Comparison Form is the only document that should be signed (ai) Soth the Disclosure Statement and Price Comparison Form should be signed
rotal: $\hat{1}_{17}$
Time: 8 Minutes

## Section 6: Consumer Cancellation Rights/Contest rules

1. In which situation will the consumer most likely have io pay a cancellation penalty?
a. When cancelling within the 10-day cooling of period
b. When declining reaffirmation during the verification call

When they permanently move
2. When they wish to cancel an agreement aftior their cancellation pernod has ended
2. If the agreement, Disclosure Statement, or Price Comparison Form were not fully and accurately completed, and signed:
(a.) The consumer can cancel without penalty
b. The consumer must cancel by telephone
c. The salesperson should complete the forms after the sales presentation
d. All of the above

3 If an electricity consumer decides to cancel and penalties apply, then:
(2) If they use under $15,000 \mathrm{kiWh} / \mathrm{yr}$, the fee is capped at $\$ 50$ per year lett
b. If they do not pay, they will not be cancelled
c. The OEA will force them to pay their penalties
d. Both a and c
4. A contest will occur when a consumer signs with a supplier and:

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

X5. The cuitent (exisiing) energy supplier must do the following when a contest occurs:
a. Contaci the consumer to zfilm them
b. Noithing
: c. Conkaci the consumer within 5 davs io notify thern of any exif tees or other amourts owing under the contract.
(a) Both a and $c$

Total: $4 / 5$
Time: 6 Minutes

## Section 7: Verification

1. The Verification call must be completed:
a. Anger the enrolment transfer request is sent to the utility
(b.) Before the enrolment transfer request is sent to the utility
c. Before the 10 -day cooling off period has expired
d. Both and $c$
$\sqrt{2}$
Who can complete the Verification?
2. The account holder, their spouse, or their common law spouse
b. Anyone living at the home where the energy is consumed
c. A sibling of the account holder
d. All of the above
$\chi_{3}$. The script for the Verification call:
(3.) Is standard for all Ontario energy suppliers
b. Is different for all Ontario energy suppliers
c. Cannot be printed by energy suppliers
d. Boil a and $c$
in the Verification call the following must be confirmed:
a. That the call is recorded
b. That the consumer understands savings is not guaranteed
c. The price anti term of the agreement.
$V_{5} w$
(d.) All lithe above
3. When can a Verification agent deviate from the applicable OEB approved verification script?
a. Never

To provide a factual answer from the low volume consumer
c. When requited to terminate the call
(1). Both and $c$

Total: L 15
Time: 6 Minutes

Just Êrergy

## Section 8：Agreement Renewals 量 Extensions

1．For renewal oi stension packages sent to consumers for expiry dates after January 1 ， 2011：
（－）The package must include a Disclosure Statement
b．The package must not include a Price Comparison Form
c．The package must include promotional material
d．Boil and c
When must a supplier send the renewal or extension package to the consumer？
a．Between 180 and 90 days before the agreement expires
B．Between 120 and 30 days before the agreement expires
（c）Between 120 and no days before the agreement expires
d．Between 120 and 90 days before the agreement empires

The following rules apply to automatic renewals：
e．Automatic renewals are for electricity only
b．Automatic renewals are for a 5 year term only
c．Cancellation penalties apply throughout the term of the automatic renewal
（f）None of the above
$\sqrt{4}$
4．For agreements expiring sinter January 1．2011 what cancellation rights apply for electricity consumers that are renewing their agreament？
a．Cancellation can be provided over phone，or In writing
b．The consumer can retract their agreement to renew up to 14 days afterward
c．The consumer must pay a penally when cancelling no matter what
（a）Both $a$ and $b$
$X_{5}$. When a renewallextension is conirmed by the consumer, the following requiremenis 3pply:
a. The call shall not be recorded
b. The arplicable OEB approved renewal script slatements must be included in the call.
c. The salesperson shall terminate the call when required, atier they allempt rebutial scriping.
(d) Zothbandc
6. if a consumer decides not to renew and notifies the energy supplier arier they've received the renewal or exiension package.
a. The energy supplier should ask ior renewal again on the phone
b. The energy supplier should re-send a renewal package
c. The energy supplier shall not contact the consumer again io attermpt to renew thet same contract
d. The consumer must let the supplier know in writing for it to apply must contain the following information
(6) The energy supplier's toff riee number
b. If a gas agreement, that il will be fenewed if certain things are not done
c. Indicates that the consumer will be renewed if they select an option
d. All of the above

What is the number of dajs that a consumer can cancel their notural gas or electricity renawal agreement without exit fees?
a. 10 days
b. 30 deys
(c) 14 deys
d. No possible without paying the exit fee

Toial: $6 / 8$
Time: 9 Minutes

Name (Please Print): Mortoza flu all
Date $0 \mathrm{~g} / 28 / 2012$
signature: UP A

Confirmation of identification:

Administration Sign Oi:

DEME metals: 8 .

Total: $41150=82 \%$

## Tabl $\mathbb{F}$



## JUST ENERGY CORP. Independent Contractor File Information



# INDEPENDENT CONTRACTOR AGREEMENT 

This is an agreement (the "Agreement") between Just Energy Corp. ("JEC") and yous an independent contractor (the "Contractor").

WHEREAS, JEC has been retained by Just Energy Ontario L.P. ("JEOLP") to assist JEOLP in obtaining natural gas, eiectricity and green energy contracts ("Contracts") from consumers located in Ontario.
JEC has developed a door to door solicitation program designed to obtain Contracts for the benefit of JEOLP. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to JEC, to assist JEC in obtaining Contracts for the benefit of JEOLP.

FOR VALUE RECEIVED, the parties agree as follows:

1. Marketing Activity: The Contractor agrees to market Contracts for the beneflt of JEOLP as an independent contractor of JEC. The Contractor understands and agrees that the terms and conditions of the Contracts may not be amended by the Contractor, and the Contractor shall have no authority to enter into any agreements of any kind on behalf of JEC, JEOLP, or any of their affilites (collectively, "JUST ENERGY"), except as specifically provided in this Agreement. In no event shall the Contractor represent that he or she is an employee of, or connecled with. JEC or JEOLP in any way, other than as provided herein. The Contractor shall not operate under or otherwise use the trademarks or tradenames or logos of UUST ENERGY, except as expressly permitted in writing by JEC. The Contractor is responsible for ensuring that only the most recent farm of Contract is used for marketing activity, and JEC may designate times when new Contract forms may be obtained from JEC and Contracts are to be returned to JEC. The Contrector acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to ferminate a customer agreement between Just Energy and a customer. The Contractor shatl direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Appllicable Law and Code of Gehaviour: The Contractor shall comply with all applicable present and future federal, slate and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies license requirements, official directives, or the fike ("Applicable Law"). The Contractor shall not make any representation to any potential or actuai customer of duST ENERGY uniess said representalion is either contained in the written material published by JUST ENERGY from time to time for use by the Contractor or is absolutely true and not in any way misleading to the potential or actual customer. The Contractor understands that JEOLP has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of JEC in the solicitation of Contracts for JEOLP. Al all times when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, the JUST ENERGY manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. If the Contractor breaches any of the foregoing obligations, JEC may terminate this Agreement immediately, the Contractor shall return all JUST ENERGY material, and the Contraclor may be pursued at law for all damages caused by its conduct. The Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law or contrary to JUST ENERGY's code of conduct to JUST ENERGY immediately upon request. The Contractor acknowledges having received a copy of, and having read the Ontario Energy Board "Codes of Conduct" for natural gas marketers and electricity retailers (the "Codes"). The Contractor agrees to abide by the terms and conditions of Codes and to abige by the terms and conditions or any codes of behaviour orepared and delivered to the Contractor by JEC. and to follow all instructions or directions provided by JEC from time to time.
3. Confidentiality: Except for disclosure to JUST ENERGY, the Contractor agrees to keep confidential (both during the term of this Agreement and afterwards) all information provided by potential and actual customers of JEOLP and all information provided to the Contractor by JUST ENERGY. The Contractor consents to the Confractor's commission information being disclosed to other Contractors or has notified or will notify JUST ENERGY in writing to the contrary, after which point such information will be malntained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Confractor consents to JUST ENERGY keeping personal information with respeci to the Contractor, including, without limilation, information related to compensation and tustomer allegations and comments. The Contractor understands that calls to JUST ENERGY's customer service department are recorded and consents to the recording of the contractor's calls.
4. Compensation: A Medium Volume Customer Contract or a Large Volume Customer Contract shall be deemed "Effective" when it is (i) is property compteted and signed by the customer, (ii) approved and affirmed by JEC or JEOLP; and (iii) approved by the applicable local utility. A Small Volume Customer Contract shall be deemed "Effective" when it is properly completed and signed by the customer, and the customer has been provided a welcome call code and a registered pre paid card. For each Effective Contract that is not cancelled by the customer, the Contractor will be compensated according to the commission schedule in place at the time of submission of the Confract, which schedule may be amended from time to time by JEC in its sole discretion. JEC will notify the Contractor of any change in such schedule by posting the amended schedule at the JUST ENERGY office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. The amended schedule is effective for all Contracts submitted after the schedule has been pasted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any current commission schedule upon request. The Contractor understands and agrees that JEC may advance potential commission prior to approval of Contracts by JEOLP and the applicable lacal utlity or prior to becoming aware of any ineffectiveness or cancellation of the Contract.

JEC will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of setoff and recovery are in addition to the right of dEC to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor agrees and acknowietges that all payments made and due by Just Energy hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the residual payment (i,e., if the Contractor does not cash his/her cheque), and if Just Energy is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment.
5. Independent Status: The Contractor is, and will always be considered, an independent contractor under this Agreement. The Contractor understands and agrees that the Contractor shall be responsible for and neither JEC nor JEGLP will reimburse the Contractor for any transportation, accommodation, food or any other expenses incurred by the Contractor in the performance of the Contractor's services hereunder. The Contractor has controf, independent of JUST ENERGY, over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are to be solicited, so long as such manner is in accordance with Applicable Law, the Codes and JEC's reasonable policies regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduet or other document provided to the Contractor by JUST ENERGY). JUST ENERGY does not employ Contractors and there is no employer/amployee relationship between JUST ENERGY and the Contractor.

The Contractor is not, and shall make no clalm that the Contractor is, an employee of JEC. The Contractor shall be responsible (as applicable) for the payment of, and JEC shall not deduct, withhold or pay, income tax, employment insurance premiums, government pension plan premiums, employer health tax premiums or any other similar amounts with respect to the Contract. The Contractor is also responsible for the payment of workers compensation premiums or contributions and is not entitled to workers compensation. The Contractor is solely responsible for making all of these payments, if requifod.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE WORKERS COMPENSATION OR OTHER EMPLOYMENT BENEFITS, CONTRACTORS WHO MUST COLLECT G.S.T., MUST HAVE THEIR OWN G.S.T. NUMBER.
6. The Contractor shall not: (i) do anything that might harm the reputation or goodwill of JEC; (ii) disparage JEC or its products, employees, consumers or customers; or (iii) present false or misleading information abouf JEC to consumers or to the generat public; in any form or media, including, but not limitad to, in telephone calls, newspaper, radio. television, or the Internet.
7. Not Exclusive: The Contractor and JEC agree that the Contractor's services are not, and are not intended to be, exclusive to JEC. Notwithstanding the furegoing, the Contractor agrees not to provide services to other business entities that compete directly with the business carried on by JUST ENERGY during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor
agrees not to solicit any employee, contractor or customer of JUST ENERGY for a period of two (2) years after the termination of this Agreement.
8. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion. without any damages being owed to the other parly except as set out herein, whether before or after one year. Termination is effective immediately upon witten notice by elther party to the other, and neither parly is required to have or provide any reason to terminate this Agreemont. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive", if the Contractor does not subimit any Contracts for three consecutive weeks.

On termination the Contractor must immediately relurn to JEC all materials and property relating in any way to JUST ENERGY, including, without limilation, all Contracts, confract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contracior shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments, (ii) non-monetary prizes, such as trips, that have not yet taken place, and fiii) other incentive rewards such as bonuses that have not yet been given out. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been given out, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law, the Codes, or any JUST ENERGY information manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of JEC's investigation into such breach, the damages for such breach, and rectification of breach, and JUST ENERGY shall have the right to sue for damages caused, directly or indirectly, by said breach.
9. Forgery, Fraud and Misrepresentation: The Contractor understands that falsification of information (including a customer signature), and obtaining information through misrepresentation, decelt or falsehood may constitute forgery and/or fraud. Forgery and fraud are criminal offences. The ponalties for forgery and fraud include imprisonment. The Contractor agrees not to commit forgery or fraud while representing JUST ENERGY and understands and agrees that committing forgery, fraud or any other criminal offence while representing JUST ENERGY are actions that will result in termination of this Agreement. In additlon, any wrongiful behaviour by the Contractor, whether or not criminally punishable, wifl result in immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Bulletin: Independent Contractor Conduct" and that they have reviewed and understand the contents regarding any act that falsifies or includes erroneous information on contracts or during fixed price/price protection reservation code ("FPRC/PPRC") calls.
10. Integrity of Sales: JUST ENERGY is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads polential or actuai customers or in any way impairs or damages the good image and reputation of JUST ENERGY, the Contractor may be subject to any remedies prescribed or permitted by law. JUST ENERGY has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with complance investigations (up to $\$ 50$ per investigation). JEC may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
11. Subcontracting. The Contractor shall not, without the express written consent of JEC, subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entily (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by JEC and/or its affiliates; (ii) has consented to a background check by JEC, its affiliates and/or backgroundchecks.com and been approved by JEC and/or its affiliates: (iii) agrees 10 dispiay a photo identification tag provided by JEOLP at all limes when rendering senvices in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the JUST ENERGY information manual and code of conduct. If the Contractor breaches this obligation. JEC may terminate this Agreement immediately. Contractor shall return all JUST ENERGY material, and Contractor may be pursued at law for all damages caused by ils conduct.
12. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor
may sustain arising out of, of in connection with, or in any way assuciated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges JEC. JEOLP and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agnes to indemnify and hold JEC, JEOLP and its affiliates and its respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attomeys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' activities hereunder.
13. Criminal Background Check. The Contractor understands and agrees that JEC conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor agrees to immediately notify JEC if the Contractor is convicted of any crime following the date hereof.
14. OEA Standardized Training Module. The Contractor agrees to complete the Ontario Energy Association ("OEA") standardized training module on an annual basis, or as otherwise may be required by JEC. The Contractor agrees not to disclose the contents of any test administered by the OEA to any other person, whether or not such person would be taking the test, and is responsible for payment of any fees in taking the test or training module. It is the Contractor's responsibility to ensure the training module is completed on an annual basis.
15. OEA Registry. The Contractor understands that JEC is required by the OEA to register all Contractors in a centralized registry administered by the OEA, and agrees to provide JEC with the necessary information to effect such registration. Failure by the Contractor to comply with the foregoing may result in immediate termination of this Agreement and any benefits attached thereto.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of Ontario, and the parties expressly agree that such court shall have personal jurisdiction over the parties. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof. This Agreement can be amended at any time by JUST ENERGY by providing notice to the Contractor by means of posting said amended Agreement at the JUST ENERGY office at which the Contractor retrieves the Contractor's commission and by making copies of such amended Agreement available to the Contractor upon request. No amendment to this Agreement by the Contractor shall be binding on JEC unless agreed to in writing by JEC.

## BE SURE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.



## ONTARIO ENERGY BOARD ("OB") CONTRACTOR CERTIFICATION

TO: JUST ENERGY ONTARIO L.P. and JUST ENERGY CORP.

The undersigned Independent Contractor (known as an Independent Contractor, Crew Coordinator, Regional Distributor and/or National Distributor) acknowledges, confirms and certifies as follows:

1. I have received and read the OEB Code of Conduct for Gas Marketers and tho Electricity Retailer Code of Conduct.
2. JUST ENERGY has provided training in, and I agree to abide by, the Code of Conduct for Gas Marketers and the Electricity Retailer Code of Conduct.


## ONTARIO ENERGY ASSOCIATION ("OLA")

## PRIVACY NOTICE \& CONSENT

The Ontario Energy Association ("OEA") requires its retail energy members (ie. Just Energy Ontario L.P.) involved in door-to-door consumer solicitations/sales to confirm that each of their respective sales agents has completed the OEA standardized training module on an annual basis. The OEA members must also register their sales agents in a specific registry established tor this purpose (the "OEA Registry".)

OEA members will require you to confirm your identity for the purpose of the registration. You must present two pieces of identification, one of which must be a government-issued photo identification (e.g. a driver's ilcence.) Please note that identification numbers submitted (ex. driver's licence numbers) will not be inputted or otherwise stored in the OEA Registry.

OEA members will input your name, date of completion of the training, and information that may used to identify you (egg. office location, or contract number.) Your date of birth will also be used for the purpose of registering and accurately identifying sales agents with the same last name. To protect your privacy, your date of birth will not be retained, but will instead be electronically converted into a substitute code.

The OEA has implemented reasonable administrative, physical, and technical safeguards in an effort to protect your information from loss, theft, or unauthorized access, use, and disclosure. Your information is passwordprotected, and only accessible by the OEA member that has engaged you as a sales agent and any authorized OEA Registry personnel involved in the administration.

If you would like to review your record in the registry, of have any questions, please contad your Regional Distributor.

By signing below, I consent to the manner in which my personal information will be collected, used, disclosed and otherwise managed in the manner set-out above.


BackCheck


Just Energy Corp. Internal Use Oniy: 2 pieces of legible ID are required; one must be govitissued and include the applicants name, dale of bith. signature and ohoto. Ploase fax or e-mail all appropriste documents to BackCheck al 1-866-323-3097fordors@bockchock.ca.




-THIS IS NOT AN DENFTYCARD. CEEC NEST PAS UNE CARTE MOWEVER, TI SHOULO BE KEPT DTIEENTTE. CEPENDANT, EUE
MASAFE PLACE DRE GARDEE DANS UN LIEU SƯ

- if an expiry date appears on - SI UNE DATE DEXPIAATION GETTE CARTE LE HAS NE PENUT TME FRONT OH THIS CARD. THE ganadai after thai oate this CAROLSKO CMMORIZATIC CETE DATE CETTE CARTENEST PAS UNE AUTORISATION DE TFAVAILEER AU CANADA.

Canadâa

## Section 1: Players in the Energy Sector

1. What is the OEB is responsible for?
a. Seting rutes and regulations of energy suppliers
b. Handling consumer complaints about energy suppliers
c. Iscuing ficenses to energy supplers
d. All of the above
2. This energy regulator monitors the energy indusiny to ansure licensed market paricipants comply with law, regulations and rules governing the energy sector.
a. Ontario Energy Board
-b. Ministry of Energy
c. Ontario Power Generation

- d. Oniario Power Authonity

3. Approximaxely how many licensed electricity distributors ("LDCs") are there in Onlario?
a. 2

75
c. 170
c. 25
4. What are the two mejor netural gas disiributors in Ontario?
a. Union Gas and Hydro One
b. Hydro One and Kingston Gas
(e.) Union Gas and Enbridge Gas Dlstribution
d. Enbridge Gas distribution and Kingston Gas

Total: $\quad$ C//4
Time: 5 Minutes
kian Nazesally

## Section Electricity Module

1. Name the unit of measure that electricity consumers are billed based on.
a. Gigajoules
b. Meters
c. Kilowatts
(d.) Kilowatt hours
2. Residential and small volume commercial consumers have two options from which to purchase their electricity supply, they are:
a. The Regulated Price Plan ("PPP") from the LDC and electricity consumers
b. The PPP and LDC
c. The LDC and deregulated generators
d The FPP offered by LDC and electricity suppliers
3. What does RPP stand for?
a. Rate Protected Pile
b. Ready Paid Pricing
(c) Regulated Price Plan
d. Regulated Plan Price
4. When does the RPP forecast price changes take effect?
a. Noveminer 1 st each year
b. The 15 th of each month
(c.) May 1 st and November 1 st each year
d. Every 3 months
5. If a consumer signs an agreement with an electricity supplier, then:
a. They will leave the RPP
b. They can never go back to the PPP
c. Any variance amount is settled with a final 'one time' charge of credit
(d.) Both a and $c$
6. Some espects of a smart meter are:
(a.) If allows the consumer to know how much electricity they are using at different periods inrougnout the day
b. It allows the consumer to know where they are using electricity
o. It precludes a consumer from signing an agreement with 三n eleciricity supplier
d. All oithe zbove
7. Time of use pricing:
a. Rasulis in the consumer paying less for hydro in peak; periads
b. Results in the consumer paying a flat rete
8. Results in the consumer paying less for hydro in off-peak periocis

9. This is the charge for the eleciricity you use, which you buy either from your local utility or through a licensed electricity supplier.
10. Delivery charge
b. Global adjustment
c. Distribution charge
(d) Electricity commodity charge
11. What was the global adjustment previously called?

2 Provincial adjustment
b. IESO marge

Provincial Benefit
路
10. Where does the Global Adjustment show on a consumer who is on the RPP bill?
a. If they are purchasing from a supplier, it is included in the commodity charge
b. If they are paying the RPP it is included in the PPP tate
L. If they are being charged ime of use rates, it is a separate line liem
(d.) All ait ihe above

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Total: \(\quad\) /110
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Time: 11 Minutes

## Section 3: Natural Gas Module

1. How often do natural gas nur-municipal LDC review gas supply prices?
(a) Quarterly
b. Every 6 months
c. Once per year
d. Whenever the RPP is set
2. This charge is for the gas a consumer uses, which they purchase either through their local utility or a licensed natural gas supplier.
a. Natural gas commodity charge
b. Natural gas supply adjustment

Ez nameryctrge
d. Transportation charge
3. What option does a consumer have ir they do not buy their natural gas through a licensed natural gas supplier?
a. They are forced to bury it through the IESO
(B. )They are required to buy it through the LDC
6. They can choose to buy it from an unlicensed supplier
d. They cen buy it from a licensed electricity supplier

Total: 3/3
Time: 4 Minutes

## Kin

## Section 4: Your Role as a Salesperson

1. The OEB Codes of Conduct state that energy salespeople must
a. Provide a business card as soon they introduce themselves to consumer's
b. Not exert pressure on a consumer
c. Close the sale within one visit
(d.) Both $\exists$ and $b$
2. The ID badge that a salesperson wears
a. Does not have to be visible at all times, just during an introduction
(b) Must be visible at all times to the consumer
c. Must be warn on inner clothing
d. Must have the picture or the salesperson covered for privacy reasons
3. Under ECPA regulation 389/10, what action represents an unfair practice?
a. Making any false, misleading, or deceptive statement to the consumer
b. Telling a consumer their gas will be cut off if they do no: sign an agreement
c. Telling a consumer they do not have a 10 day cooling off period
(d.) All of the above
4. Who can sign a residential energy agreement?
a. The account holder, their spouse, or their common law spouse
b. Anyone living ait the home where the energy is consumed
$\therefore$ c. A sibling of the account holder
(d) All of the above
5. Enrolling a consumer under false pretenses, acting as the consumer during the veriñation call, and signing the consumer's name on the agreement are all:
6. Acceptable sales practices
b. Questionable, but allowed sales practices
(b.) Examples of fraud or forgery
d. Are allowed under ECPA regulation 389/10
7. If you speak to a consumer that has a "no soliciting" sign that you did not see you should.
a. Continue with the sales presentation
b.) Apologize for the error
c. Attempt to set up another time or place to meet the consumer
d. Do nothing
8. When speaking to the following people, door to door salespeople should use extra discretion with:
a. The eldally (over 70), minors, babies
b. Minors, people who spaak English fluently, studenis
(c) People who have trouble speaking English, minors, the elderly
d. The account holder's spouse, the account holder, studenis
9. In terms of consumet's privacy, salesperson responsibilities include:
(a.) Keeping the consumer's information sate
b. Using consumer's intomation for personal gain
c. Personally keeping copies of incomplete agreements and eny bills
d. All of the above

Total: $\quad 718$
Time: 9 Mimutes

## Section 5: Executing an Agreement

1. The following must be completed in order for an agreement to be valid (not an exhaustive list)
a. Consumer's signature, bank account information, mailing address
(b) Acknowledgement siatement-signature, Agent name, Agent signature
c. Acknowledgement statement - date signeá, bank account information
d. Consumer name, account holder name, credit information
2. When is it appropriate to use a Disclosure Statement?
a. Never
(b.) In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your oñice only
3. When is it appropriate to change a Disclosure Statement?
(9) Never
b. In every sales presentation
c. Only when a consumer requests it to be used
d. For sales preserrations al your office only

4 When is it appropriate to use a Price Comparison Form?
a. Never
(b) In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your office only
5. Price Comparison Forms are designed to...
a. Mislead the consumer
D. Compare the energy supplier's price to competitor prices
(c) Compare the LDC death piles and energy supplier prices
d. All of the above
6. The top sestion of the Price Comparison Form
2. Should be covered up when the consumer signs the price comparison
b. Estimales the consumer's charges whan purchasing through the LOC
c. Explains the difference between hydro and gas rates
(d.) All of the above
7. Shoulo the Disulosure Staternent and Price Comparison Form be signed by the authorized consumer?
a. Signature is not required since this is for information purposes only
b. The Disclosure Siatement is the only document thint should be signed
c. The Prica Comparison Form is the only document that should be signed
(9.) Soth the Disclosure Statement and Price Comparison Form should be signed

Total: 6 m
Time: 8 Minutes

##  Rights/Contest Rules

1. In which situation will the consumer most likely have to pay a cancellation penally?
a. When cancelling within the 10 -day cooling of period
(6.) When declining reaffirmation during the verification call
c. When they permanently move
d. When they wish to cancel an agreement after their cancellation period has ended :
2. It the agreement. Disclosure Statement, or Price Comparison Form were not fully and accurately completed. and signed:
(3 )The consumer can cancel without penalty
b. The consumer music cancel by telephone
c. The salesperson should complete the forms after the sales presentation (c) Alt or the above-
3. If an electricity consumer decides to cancel and penalties apply, then:
e. If they use under $15,000 \mathrm{kWh} / \mathrm{yr}$, the fee is capped at $\$ 50$ per year left
(b) It they do not pay, they will not be cancelled
A. c. The OEA will force them to pay their penalties (a) Baniomand
A. A contest will occur when a consumer signs with a supplier and:
a. They have never signed up with another energy supplier
(b) They are already flowing for the same commodity with another supplier
c. They are already paying the LDC for their commodity
d. Both a and t
4. The curreni (existing) energy supplier must do the following when a conlest occurs:
a. Contact the consumer io anifm them
b. Noihing
$\therefore$ Conact the consumer within 5 days io notiay them of any exit fees or other amounts owing uncer the contract.
Both a and C

Total: $\quad 4 / 5$
Time: 6 Minutes

## Section : Verification

i. The verification call must be completed:
a. Aster the enrolment transfer request is sent to the utility
(b.) Before the enrolment transfer request is sent to the uilifity
c. Before the today cooling off period has expired
d. Both $b$ and $c$
2. Who can complete the Verification?
e. The account holder, their spouse, or their common law spouse
b. Anyone living at the home where the energy is consumed
c. A sibling of the account holder
d. All of the above
3. The script for the Verification call:
a. Is standard for all Ontario energy suppliers
b. Is different for all Ontario energy suppliers
c. Cannot be printed by energy suppliers
d. Both. a and $c$
4. In the Verification call the following must be confirmed:
a. That the cell is recorded
b. That the consumer understands savings is not guaranteed
$\checkmark$
c. The price and term of the agreement
(d) All of the above
5. When can a Verification agent deviate from the applicable OEB approved verification script?
a. Never
b. To provide a factual answer from the tow volume consumer
c. When required to terminate the call
(d) Both $b$ and 0

Total:
415
Time: 6 Minutes

## Section : Agreement Renewals \& Extensions

1. For renewal of extension packages sent to consumers for expiry dates after January 1 , 201才:
a. The package must include a Disclosure Statement
$\downarrow$ b. The package must no f include a Price Comparison Form
c. The package must include promotional material
(d) Both a and e
2. When must a supplier send the renewal or extension package to the consumer?
a. Between 180 and 50 days before the agreement expires
b. Between 120 and 30 days before the agreement expires
(c) Between 120 and 50 days before the agreement expires
d. Between 120 and 90 days before the agreement expires
3. The following rules apply to automatic renewals:
4. Automatic renewals are for electricity only
b. Automatic renewals are for a 5 year term only
c. Cancellation penalties apply throughout the ier of the automatic renewal
(d) None of the above
5. For agreements expiring after January 1, 2011 what cancellation rights apply for electricity consumers that are renewing their agreement?
a. Cancellation can be provided over phone, or in writing
b. The consumer can retract their agreement to renew up to 14 days afterward
c. The consumer mush pay a penalty when cancelling no matier what
(d) Both $a$ and $b$
6. When a renswallewension is confirmed by the consumer, ithe following requirements apoly:
a. The call stiall not be recorded

- Th. The applicable OEB approved renewal script statemenis musi be included in the call.
, rebutial scripting.
Both $b$ and $c$

6. If a consumer decides not to remew and notifies the energy supplier aiter they've received the renewal or sxtension package.
a. The energy supplier should ask for renewal again on the phone
b. The energy supplier should re-send a renewal peckage
(C) The energy supplier shall not contact the consumer again to attempt to renew that same contract
d. The consumier must let the suppiier know in writing for it to apply
7. When a consumer receives a renewal peckage via mail, e-mail or the web, the package must contain the following iniomation:
a. The energy supplier's toll tree number
b. If a gas agreement, that it will be renewed if certain things afe not done
c. Indicates that the consumer will be renewed it they select an option
(2) All of the above
8. What is the number di days that a consumer can cancel their natural gas or electricity renewal agreement without exil tees?
a. 10 days
b. 30 days
(c) 14 days
c. No possitite without paying the exit fee

Total:
Time: 9 Minutes

Nams (Flesse Print): Kian Nazerally
Daie: July 31,2012
Signature:


Confirmation oin identification:

Administration Sign Off:

5 UEDME
mixint -8
Total: $44150 \quad 88$

## Tab G

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swom betore mo, thin........ $\partial 5$.......................... day ol.......Januory.......................20.16...


Just Energy Corp. Vo82712
Independent Contractor File Information

(The above information will not be applied unless accompanied by business registration documents.)


TELEPHONE NUMBER: $\qquad$ 1 $\qquad$ cell number: $(647) 6394342$
$\qquad$ DATE OF BIRTH (MM/OD/Vear): $07 / 29 / 80)$ notimail.coun

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER): $\qquad$
Additional Information
Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?
$\qquad$ . $\square$ No.

FOR SALES OFFICE USE ORLY CONTRACTOR NUMBER:


Signature of JÉC Representative
Date

## Backcheck <br> a:




## INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "Agreement") between Just Energy Corp. (also referred to as "Just Energy or IsC")and you, an independent contractor (the "Contractor").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("Contracts") for lts own benefit. The purpose of this Agreement is to conflim the ternis and conditions under which the Contractor, acting as an independent contractor, will provide door to door soiicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minhmum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

## Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contrattor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp, or its affllates (collectively, "just Energy") other than to enter intu Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, sust Energy Corp. or Its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affllates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to ablda by the notice or cancellation provislons in the customer's contract.
2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, polfcies, license requirements, officlal directives, or the like ("Appllcabie Law"). The Cuntractor shall not make any representation to any potential or actual customer of Just Energy uniless sald tepresentation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only atting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo Identification tag. The Contractor acknowledges having received a copy of, and having read, just Enerey's information manual and code of conduct and agrees to abide by the provislons of same related to appropriate treatment of potential customers. The contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immedfately. Contractor shall return all Just Energy Corp. materiat, and Contractor may be pursued at law for all damages taused by lis conduct. Contractor shall return all sums recelved and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.
3. Confidantial Information: Except for disclosures to Just Energy Corp. or an affilate, the Contractor agrees to keep confidential (both durins and after the term of this Agreement) all information provided by potential and actual customers of Just Energy, and all information provided to the Contractor by Just Energy Corp. or any of its affillates. The Contractor consents to the Contractor's commission information being disclosed to other Contrattors or has notifled or will notify Just Energy Corp. In writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in atcordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information
related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organlzations upon their request.
4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, If the market the Contractor aequires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in actordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change In such commission scherule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Eacil amended commission schedule shall be effective for all Contracts subinitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commisslon schedule and understands that the Contractor may obtain copies of any then-current commission scheduie upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effectlve Contract; and (b) an amount equal to the commission advanced for any Effective Contract that 15 subsequently cancelled. Such tights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that requite a proposal and bidding process to Just Energy Corp. or an affilate. The Contractor understands and accepts that commisslon will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discration of Just Energy Corp, or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (l.e. if the Contractor does not cash his/her check), and If Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affillate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.
5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationshlp is heraby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of consumer products (natural gas and electritity) otherwise than in a permanent retail establishment and all remuneration (whether or not patd in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will nof reimburse the

Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solldt Contracts, the areas in which the Contractor chooses to soliclt Contratts, and the manner in which Contratts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers fas described in any JUST ENERGY manuaf, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers of ta the general public; in any form or medfa, including, but not limited to, in telephane calls, newspaper, radio, television, or the internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or whlle performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, Income tax, unemployment insurance premlums, FICA or FUTA or similar taxes, provinclai disability plan premiums, government penslon plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor ls solely responsible for making these payments, If required. Just Entergy Carp. shall issue a Form T4A, as may be required, reporting all amounts pald to the Contractor for services rendered under thls Agreement.

## THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NDT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTALN INSURANCE,

6. Not Exclusive, Non-competition and Non-soficitation: The Contractor's services are not and afe not intended to be excluslve to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entilies that compete directiy with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of lust. Energy Corp. or its affiliates far a perlod of two years after the termination of this Agreement.
7. Term and Termination: This Agreement is for an initlal term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminared by either party, at elther party's sole and unfettered discretion, whether before or after one vear. Termination is effective immediately upon witten notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additlonally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "Inactlve" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commossion payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to bust Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immedlately return to Just Energy Corp. all materials and property relating In any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitied to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contalned herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's Investigation into such breach, the damages for such breach, and rectification of lieach, and Just Energy shall have the right to sue for damages caused, difectly or indirectly, by said breach.
8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohlbited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compllance Matrix and Contractor Code of Conduct" and that they have revlewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.
9. Integrity of Sales: Just Energy is serlous about upholding the highest standards of integrity and professionallsm with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good imaga and reputation of Just Energy, the Contractor may be subjact to any remedies prescribed of permitted by iaw. Just Energy has a compliance department to ensure Jntegrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
10. Subcontracting. The Contractor shall not, without the express wiften consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (1) has undergone the product and consumer protection arientation program provided by Just Energy Corp. and/or its affiliates; (ill) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundthecks, con and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.
12. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective
offlcers, directors, agents, servants and employees from any and all claifns for any Loss sustalned by the Contractor or related in any way to the Contractor solicting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and thelr respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegatlons, or liability, including costs of court and attorneys' fees, arising out of the Contractor's fallure to comply with any Applicabie Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omisslon by the Contractor.
12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts crimlnal background checiks as part of lts screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Enargy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongolng independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to Immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.
13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Wishout limiting the generality of the foregolng, Just Energy Corp, shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.
14. Notlces: Any notice or other communication in connection with thls Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.
15. Entire Agreement: This Agreement sets forth the entire agreement between the partles herato, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.
16. Miscellanedus: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceablity or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal juristiction over the partles. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. In writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:
G Ontario
$\square$ Alberta
$\square$ British Columbia
$\square$ Manitoba
$\square$ Queber
$\square$ Saskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACIINOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.


Just Energy Corp.

Just Energy Corp.
Authorized Signature

Date

Clume



Assassemmont
Name: Fetra FiNipovic
Date: Sepls, 2012
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## Total: 150

Wame: PETRA FILIPOVIC

## Section 1: Players in the Energy Sector

Total:
414

Tine: 5 fifties

1. What is the OEB is responsible for?
a. Setting rules and regulations of energy suppliers

b. Handling consumer complaints about energy suppliers
c. Issuing licenses to energy suppliers
d. All of the above
2. This energy regulator monitors the energy industry to ensure licensed market participants comply with law, regulations and rules governing the energy sector.
(a.) Ontario Energy Board
b. Ministry of Energy
c. Ontario Power Generation
d.) Ontario Power Authority
3. Approximately how many licensed electricity distributors ("LDCs") are there in Ontano?
a. 2
(b.) 75
c. 170
d. 25
4. What are the two major natural gas distributors in Ontario?
a. Union Gas and Hydro One
b. Hydro One and Kingston Gas
$V$
(c.) Union Gas and Enbridge Gas Distribution
d. Enbridge Gas distribution and Kingston Gas

## Wame: Perch fuluovic

## Section 2: Electricity Module

Total:


Time: 11 minutes

1. Name the unit of measure that electricity consumers are billed based on.
a. Gigajoules
b. Meters
c. Kilowatts
(d.) Kilowatt hours
2. Residential and small volume commercial consumers have two options from which to purchase their electricity supply, they are:
a. The Regulated Price Plan ("RPP") from the LDC and electricity consumers
(b) The RPP and LDC
c. The LDC and deregulated generators
(d.) The RPP offered by LDC and electricity suppliers
3. What does RPP stand for?
a. Rate Protected Price
$V$
b. Ready Paid Pricing
(c) Regulated Price Plan
d. Regulated Plan Price
4. When does the RPP forecast price changes take effect?
a. November 1st each year
$\sqrt{6}(c)$
. The 45 th of each month
d. Every 3 months
5. If a consumer signs an agreement with an electricity supplier, then:
a. They will leave the RPP
b. They can never go back to the RPP
c. Any variance amount is settled with a final 'one time' charge or credit
(c.) Both a and $c$
6. Some aspects of a smart meter are:
(a) It allows the consumer to know how much electricity they are using at different periads throughout the day
b. It allows the consumer to know where they are using electricity
c. It precludes a consumer from signing an agreement with an electriclty supplier
d. All of the above
7. Time of use pricing:
a. Results in the consumer paying less for hydro in peak periods
b. Results in the consumer paying a flat rate
E. Results in the consumer paying less for hydro in off-peak periods
d. All of the above
8. This is the charge for the electricity you use, which you buy either from your local utility or through a licensed electricity supplier.
a. Delivery charge
b. Global adjustment
c. Distribution charge
(.) Electricity commodity charge
9. What was the global adjustment previously called?
a. Provincial adjustment
(b) IESO charge
c. Provincial Benefit
(. RPP
10. Where does the Global Adjustment show on a consumer who is on the RPP bill?
a. If they are purchasing from a supplier, it is inctuded in the commodity charge
b) If they are paying the RPP it is included in the RPP rate
c. If they are being charged time of use rates, it is a separate line item
d. Ail of the above

Hame:
Petra Fulpovic

## Section 3: Natural Gas Module

Total: $3 / 3$
Time: 4 Minutes

1. How often do natural gas non-municipal LDCs review gas supply prices?
(a.) Quarterly
b. Every 6 months
c. Once per year
d. Whenever the RPP is set
2. This charge is for the gas a consumer uses, which they purchase either Itrough their local utility or a licensed natural gas supplier.
a. Natural gas commodity charge
b. Natural gas supply adjusiment
c. Delivery charge
d. Transportation charge
3. What option does a consumer have if they do not buy their naiural gas through a licensed natural gas suppler?
a. They are forced to buy it through the IESO
. (\%.) They are required to buy it through the LDC
c. They can choose to buy it from an unlicensed supplier
d. They can buy it from a licensed electricity supplier


## Section 4: Your Role as a Salesperson

Total: $\$ 18$
Time: 9 Minutes

1. The OEB Codes of Conduct state that energy salespeople must
a. Provide a business card as soon they introduce themselves to consumers
b. Not exert pressure on a consumer

c. Close the sale within one visit
(d) Both $a$ and $b$
2. The 10 badge that a salesperson wears
a. Does not have to be visible at all times, just during an introduction
b. Must be visible at all times to the consumer
c. Must be worn on inner clothing
d. Must have the picture of the salesperson covered for privacy reasons
3. Under ECPA regulation 389/10, what action represents an unfair practice?
a. Making any false, misleading, or deceptive statement to the consumer
b. Telling a consumer their gas will be cut off if they do not sign an agreement
c. Telling a consumer they do not have a 10 day cooling off period
A. All of the above
4. Who can sign a residential energy agreement?
a, The account holder, their spouse, or their common law spouse
b. Anyone living at the home where the energy is consumed
c. A sibling of the account holder
d. All of the above
5. Enrolling a consumer under false pretenses, acting as the consumer during the verification call, and signing the consumer's name on the agreement are all:
a. Acceptable sales practices
b. Questionable, but allowed sales practices
c. Examples of fraud or forgery
d. Are allowed under ECPA regulation 389/10
6. If you speak to a consumer that has a "no soliciting" sign that you did not see you should:
a. Continue with the sales presentation
b. Apologize for the error
c. Attempt to set up another time or place to meet the consumer
d. Do nothing
7. When speaking to the following people, door to door salespeople should use extra discretion with:
a. The elderly (over 70), minors, babies
b. Minors, people who speak English fluently, students
c. People who have trouble speaking English, minors, the elderly
d. The account holder's spouse, the account holder, students
8. In terms of consumer's privacy, salesperson responsibilities include:
a. Keeping the consumer's information safe
b. Using consumer's information for personal gain
c. Personally keeping copies of incomplete agreements and any bills
d. All of the above

Name:


## Section 5: Executing an Agreement

Total: $\quad 717$
Time: 8 Minutes

1. The following must be completed in order for an agreement to be valid (not an exhaustive list)
a. Consumer's signature, bank account information, mailing address
(b.) Acknowledgement statement - signalure, Agent name, Agent signature
$\sqrt{ }$ c. Acknowledgement statement - date signed, bank account information
d. Consumer name, account holder name, credit information
2. When is it appropriate to use a Disclosure Statement?
a. Never
d b. In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your office only
3. When is it appropriate to change a Disclosure Statement?

b. In every sales presentation
c. Only when a consumer requests it to be used
d. For sales presentations at your office only
4. When is it appropriate to use a Price Comparison Form?
a. Never
$\sqrt{\text { b. . in every sales presentation }}$ Only when a consumer requests it to be used
d. For sales presentations at your office only
5. Price Comparison Forms are designed to...
a. Mislead the consumer
b. Compare the energy supplier's price to compettor prices
c. Compare the LDC default prices and energy suppler prices
d. All of the above
6. The top section of the Price Comparison Form
a. Should be covered up when the consumer signs the price comparison
b. Estimates the consumer's charges when purchasing through the LDC
c. Explains the difference between hydro and gas rates
d. All of the above
7. Should the Disclosure Statement and Price Comparison Form be signed by the authorized consumer?
a. Signature is not required since this is for information purposes only
b. The Disclosure Statement is the only document that should be signed
c. The Price Comparison Form is the only document that should be signed व. Both the Disclosure Statement and Price Comparison Form should be signed

Name: PETRA FILIDEVK

## Section 6: Consumer Cancellation Rights/Contest Rules

Total: 15
Time: 6 Minutes

1. In which situation will the consumer most likely have to pay a cancellation penally?
a. When cancelling within the 10-day cooling off period
b. When declining reaffirmation during the verification call

When they permanently move
When they wish to cancel an agreement after their cancellation period has ended
2. If the agreement, Disclosure Statement, or Price Comparison Form were not fully and accurately completed, and signed:
(a.) The consumer can cancel without penally
b. The consumer must cancel by telephone
c. The salesperson should complete the forms after the sales presentation
d. All of the above
3. If an electricity consumer decides to cancel and penalties apply, then:
(a) If they use under $15,000 \mathrm{lWh} / \mathrm{yr}$, the fee is capped at $\$ 50$ per year left
b. If they do not pay, they will not be cancelled
c. The OEA will force them to pay their penalties
d. Both a and c
4. A contest will occur when a consumer signs with a supplier and:
a.. They have never signed up with another energy supplier
b. They are already flowing for the same commodity with another supplier
c. They are already paying the LDC for their commodity
d. Both a and b
5. The current (existing) energy supplier must do the following when a contest occurs:
a. Contact the consumer to affirm them
b. Nothing

1. Conlact the consumer within 5 days to notify them of any exit fees or other
d. Both a and c
"mae Petra Filipovic

## Section 7: Verification

Total 515

Thene: 6 Vinutes

1. The Verification call must be completed:
a. Atter the enroment transfer request is sent to the utility
c. Before the 10 -day cooling off period has expired
d. Both band c
2. Who can complete the Verification?
(o. The account holder, their spouse, or their common law spouse
b. Anyone living at the home where the energy is consumed

c. A sibling of the account holder
d. All of the above
3. The script for the Verification call:
a) Is standard for all Ontario energy suppliers
b. Is different for all Ontario energy suppliers
c. Cannot be printed by energy suppllers
d. Both a and c
4. In the Verification call the following must be confirmed
a. That the call is recorded
b. That the consumer understands savings is not guaranteed

c. The price and term of the agreement
d. All of the above
5. When can a Verification agent deviate from the applicable OEB approved verification script?
a. Never
b. To provide a factual answer from the low volume consumer
c. When required to terminate the call
d. Both $b$ and $c$

ज me: Petra F.

## Section 8: Agreement Renewals \& Extensions

Tonia:
Tine 9 formulas

1. For renewal or extension packages sent to consumers for expiry dates after January 1 . 2011:
a. The package must include a Disclosure Statement
2. The package must not include a Price Comparison Form
c. The package must include promotional material
d. Both a and c
3. When must a supplier send the renewal or extension package to the consumer?
a. Between 180 and 90 days before the agreement expires
b. Between 120 and 30 days before the agreement expires
(c.) Between 120 and 60 days before the agreement expires
d. Between 120 and 90 days before the agreement expires
4. The following rules apply to automatic renewals:
a. Automatic renewals are for electricity only
b. Automatic renewals are for a 5 year term only
c. Cancellation penalties apply throughout the tern of the automatic renewal d. None of the above
5. For agreements expiring after January 1,2011 what cancellation rights apply for electricity consumers that are renewing their agreement?
a. Cancellation can be provided over phone, or in writing
b. The consumer can retract their agreement to renew up to 14 days afterward
c. The consumer must pay a penalty when canceling no matter what
d. Both a and $b$
6. When a renewallextension is confirmed by the consumer, the following requirements apply:
a. The call shail not be recorded
7. The applicable OEB approved renewal script statements must be included in the call.
c. The salesperson shall terminate the call when required, after they attempt rebuttal scripting.
d. Both band c
8. If a consumer decides not to renew and notifies the energy supplier after they've received the renewal or extenslon package.
a. The energy supplier should ask for renewal again on the phone
b. The energy supplier shouid re-send a renewal package
c. The energy supplier shall not contact the consumer again to allempt to renew that same contract
d. The consumer must let the supplier know in writing for it to apply
9. When a consumer recelves a renewal package via mall, e-mall or the web, the package must contain the following information:
a. The energy supplier's toll free number
b. If a gas agreement, that it will be renewed if certain things are not done
c. Indicates that the consumer will be renewed if they select an option


All of the above
8. What is the number of days that a consumer can cancel their natural gas or electricity renewal agreement without exit foes?
a. 10 days
b. 30 days
c. 14 days
d. No possible without paying the exit fee

Talb $\mathbb{H}$




## ONTARIO <br> SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF RICHARD TEIXEIRA
(Sworn January 25, 2016)

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H2T6
Paul Martin (LSUC: 24140B)
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Tel: 4163668381
Fax: 4163647813
Lawyers for the Đefendants

This is Exhibit "B" referred to in the Affidavit of Richard Teixeira sworn before me this $11^{\text {th }}$ day of January, 2019


## MEMO

```
TO: Regional Distributors of Just Energy
FROM: Sales Operations Department
```

DATE: May 28, 2015
RE: Just Energy Nation Best Practices

Just Energy has invested in the Just Energy Nation platform so you can recognize the Independent Contractors/Sales Representatives on a daily basis; in appreciation and celebration of their achievements, hard work and accomplishments. Those individuals who have the focus and commitment can take advantage of the many awards, rewards and company incentives such as Just Energy Nation.

## Best Practices for Just Energy Nation

- The Regional Distributor is the only person in the office who should be distributing points.
- Ensure you are utilizing Just Energy Nation daily to increase motivation and your success and you'll see an increase in positive behaviors which will lead to an increase in sales. Positive behaviors includes but not limited to:
- Provide training to fellow IC/SRs
- First to hit a targeted region
- Last to stay out marketing
- Referring friend and family to join the organization
- Low compliance ratio
- Positive feedback from CSR
- Developing themselves or colleagues
- Good behavior YOU want to promote in YOUR office
- Regional Distributors should be making a minimum of three recognitions per day. If the recognition is associated with a point value, the value should be 1000 points.
- The maximum points that can be assigned per recognition is 20,000 points. We suggest that you distribute in smaller quantities so you can motivate more team members.
- Ensure you use your monthly point budget as your budget will not roll over to the following month.

We want to ensure that all Regional Distributors are taking advantage of the Just Energy Nation platform to recognize their team members, boost morale, retain great talent, motivate, inspire, build confidence and instill loyalty in your office. Do not underestimate the power of praise and recognition; they are essential to creating an outstanding workplace. Everyone wants to feel valued and you have Just Energy Nation to assist with this.

If you have any questions, please reach out to your Regional Sales Manager or Megan Taylor mtaylor@justenergy.com.

This is Exhibit "C"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewit

## Teams!

I am sending this out as a reminder to ensure we all remember and utilize the crew coordinator development program!

## CRITERIA 1: BUILDS A CREW THAT HAS SUCCESSFULLY ENROLLED AT LEAST 1,000 ACCEPTED RCEs

 CRITERIA 2: BUILDS A CREW WITH AT LEAST 5 ACTIVE ICs ON/AFTER THE 1,000 RCE THRESHOLD IS MET.
## Objective:

- Encourage the development of Crew Coordinators ("CC").
- Provide incentive for movement of Assistant Crew Coordinator ("ACC") to other offices.
- Demonstrate clear progression path for Independent Contractors ("IC").


## Structure:

- CC provided $\$ 3,000$ bonus for the approved promotion of a IC in their crew (in existing office).
- CC provided $\$ 5,000$ bonus for the approved promotion of an IC in their crew (relocated to another office).


## Implementation:

- $1 / 3$ of bonus made on promotion (to be paid on next scheduled commission payment date).
- $2 / 3$ of bonus made once new crew coordinator establishes a crew of 5 and achieves 1,000 Accepted RCE

Ryan Parnell
Regional Sales Manager, US East

## CREW DEVELOPMENT PROGRAM

## This form is to be completed by the Regional Distributor and Crew Coordinator who will be eligible for a Crew Development Bonus Please print legibly and submit this form to Head Office, Sales \& Marketing.

## Objective

- Encourage the development of Crew Coordinators ("CC").
- Provide incentive for movement of Assistant Crew Coordinator ("ACC") to other offices.
- Demonstrate clear progression path for Independent Contractors ("IC").


## Structure

- CC provided $\$ 3,000$ bonus for the approved promotion of a IC in their crew (in existing office).
- CC provided $\$ 5,000$ bonus for the approved promotion of an IC in their crew (relocated to another office).


## Implementation

- $1 / 3$ of bonus made on promotion (to be paid on next scheduled commission payment date).
- $2 / 3$ of bonus made once new crew coordinator establishes a crew of 5 and achieves 1,000 Accepted RCE threshold (all tracking will be performed at end of month).

FORM MUST BE FILLED OUT ENTIRELY TO BE PROCESSED


| CONTRACTOR BEING PROMOTED TO CREW COORDINATOR |  |
| :---: | :---: |
| Contractor Number: (PLEASE PRINT) |  |
| Contractor Name |  |


| CREW COORDINATOR BEING REWNARDE |  |  |  |
| ---: | ---: | ---: | ---: |
| Crew Coordinator Number: |  | AmOUnt \$ |  |
| Crew Coordinator Name: |  |  |  |
| (PLEASE PRINT) |  |  |  |
| Crew Coordinator Signature: |  |  |  |
| THE INDEPENDENT CONTRACTOR (the "CONTRACTOR") BEING REWARDED FOR THE PROMOTION OF ANOTHER CONTRACTOR FROM THEIR CREW TO START A |  |  |  | CREW OF THEIR OWN (the "NEW CREW COORDINATOR") UNDERSTANDS AND ACCEPTS THAT HE/SHE WILL BE REWARDED $1 / 3$ OF THE ELIGIBLE BONUS AMOUNT ON THE COMMISSION DATE FOLLOWING THE SUBMISSION OF THIS FORM AND THE ELIGIBLE BALANCE $2 / 3$ BONUS AMOUNT WHEN THE NEW CREW COORDINATOR MEETS THE CRITERIA LISTED BELOW. ALL DATA TO SUPPORT THE CRITERIA BELOW WILL BE RUN AT THE END OF EACH MONTH. ALL CREW DEVELOPMENT PROMOTIONS MUST BE AUTHORIZED BY BOTH THE REGIONAL DISTRIBUTOR AND SALES. JUST ENERGY RESERVES THE RIGHT TO DENY ANY CREW DEVELOPMENT BONUS REQUESTS AT ITS SOLE AND UNFETTERED DISCRETION. THE CONTRACTOR UNDERSTANDS AND ACCEPTS THAT IF THE CONTRACTOR'S INDEPENDENT CONTRACTOR AGREEMENT IS CANCELLED WITHIN 30 DAYS OF RECEIVING A CREW DEVELOPMENT BONUS (BY EITHER THE CONTRACTOR OR JUST ENERGY), OR THE CONTRACTOR RECEIVING THIS BONUS IS NO LONGER IN THEIR CURRENT POSITION AS A CREW COORDINATOR, THE CONTRACTOR WILL BE SUBJECT TO REPAYMENT WHICH MAY BE DEDUCTED FROM FUTURE COMMISSIONS OWED.

CRITERIA 1: BUILDS A CREW THAT HAS SUCCESSFULLY ENROLLED AT LEAST 1,000 ACCEPTED RCEs
CRITERIA 2: BUILDS A CREW WITH AT LEAST 5 ACTIVE ICs ON/AFTER THE 1,000 RCE THRESHOLD IS MET.

|  | SALES AUTHORIZATION |
| ---: | ---: |
| Requestor: |  |
| Authorized Signature: |  |


| COMMISSIONS PROCESSING |  |
| :---: | :---: |
| Received and Processed by: |  |
| Delivery method: <br> Courier to Regional Office: $\square$ <br> Pick up at Head Office: $\square$ <br> (Mississauga, ON - 4:00pm) $\square$ <br> Send out with Commissions: $\square$ <br> Courier to outside location: $\square$ \$20 Administration Fee | All details on this bonus can be found at: <br> N:\Sales\CrewDevelopment Program\CrewDevelopment Program Tracking \& Request Forms |

This is Exhibit "D"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

Court File No. CV-15-527493-00CP
ONTARIO
SUPERIOR COURT OF JUSTICE
MS/am

> BETWEEN:

KIA KORDESTANI HAIDAR OMARALI
Plaintiff

- and -


## JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P. <br> Defendants

> Proceeding under the Class Proceedings Act, 1992

This is the Cross-Examination of KIAN NAZERALLY on his affidavit affirmed the 10th day of August, 2015, taken at the offices of FASKEN MARTINEAU LLP, Bay Adelaide Centre, Suite 2400, 333 Bay Street, Toronto, Ontario, on the 18th day of March, 2016.

## APPEARANCES:

DAVID ROSENFELD -- for the Plaintiff
SCOTT ROBINSON
PAUL J. MARTIN -- for the Defendants
LAURA F. COOPER


THE DEPONENT: So, yes, everything is basically correct. There are two slight, minor parts that may be helpful if I explain a little bit. That is pretty much it.

BY MR. MARTIN:
8. Q. Well, just to the extent that there is anything here you want to change. So, let's just get that right out there, right up front. What paragraph?
A. So, basically, in regard to the hiring process, 5 and 6 ...
Q. Yes?
A. It mentions that all this was done in one day, and that is correct. But I did have an interview the day before. That is pretty much it.
10. Q. Okay. Anything else?
A. Actually, I believe that is all,
yes.
Q. Okay.
A. Yes. Everything else is pretty....yes.

|  | K. Nazerally - 3 |  |
| :---: | :---: | :---: |
| KIAN NAZERALLY, affirmed |  |  |
| CROSS-EXAMINATION BY MR. MARTIN: |  |  |
| 1. Q. Mr. Nazerally, you are here in |  |  |
| respect of an affidavit you affirmed on August 10 , 2015 Correct? |  |  |
|  |  |  |
| A. Yes. |  |  |
| 2. Q. And you have had an opportunity to, |  |  |
|  |  |  |
| A. Yes. |  |  |
| 3. Q. And l assume that it was true at the |  |  |
|  |  |  |
| A. Yes. |  |  |
| 4. Q. It remains true today? |  |  |
|  | A. Same thing. |  |
| 5. Q. Do you want to make any changes to |  |  |
| it, now that you have had a chance tol lok at it? |  |  |
|  | A. Can I make changes to it? | 17 |
| 6. Q. If it is wrong, absolutely. I just |  |  |
|  |  |  |
|  |  |  |
|  | you want. | 21 |
| 7. | MR. MARTIN: Tell me what is wrong, and | 2 |
|  | we will fix it. | 23 |
|  | MR. ROSENFELD: Hold on one second. | 24 |

Page 5
12. Q. Sure, thank you. Mr. Nazerally, how old are you?
A. Iam 21 .
13. Q. And where do you live?
A. Right now, in Scarborough.
14. Q. What is your address?
A. 46 Nightstar Road.
15. Q. Nightstar?
A. Yes.
16. Q. But I gather you used to reside in Ottawa?
A. Yes.
17. Q. When did you leave Ottawa?
A. Within the last 60 days.
18. Q. Last?
A. Within the last 60 days.
19. Q. Okay. And what do you do presently?
A. For work?
20. Q. Yes.
A. Unemployed.
21. Q. And why don't we take it, sort of, a little bit backward, that you indicate you commenced as a sales agent with Just Energy in July of 2012. You were how old at that point?
A. Seventeen.



| 1 | K. Nazerally - 14 <br> about it, either. |
| :---: | :---: |
| 2 |  |
| 3 | BY MR. MARTIN: |
| 4 | 69. Q. And I want your contract with Eco |
| 5 | Global. Is it Eco Global Home Services, or just Eco |
| 6 | Global? |
| 7 | A. Eco Global. |
| 8 | 70. Q. Sorry, Eco Global. |
| 9 | A. Yes. So, will you produce that |
| 10 | contract to me, sir? |
| 11 | MR. ROSENFELD: We won't. $\mathbb{R}$ |
| 12 | THE DEPONENT: Can I make a statement |
| 13 | about it? |
| 14 | 71. MR. MARTIN: Sure, go right ahead. |
| 15 | MR. ROSENFELD: No, you can't. |
| 16 | THE DEPONENT: Okay. |
| 17 |  |
| 18 | BY MR. MARTIN: |
| 19 | 72. Q. So, throughout your tenure with Just |
| 20 | Energy, you were remunerated on a commission basis, |
| 21 | correct? |
| 22 | A. What is remunerated? |
| 23 | 73. Q. Paid. |
| 24 | A. Paid? Yes. |
| 25 | 74. Q. You received money by way of |

contractor agreement with Just Energy?

## A. Yes.

83. Q. Okay. Now, I am going to show it to you in a few minutes, okay?
A. Mhmm.
84. Q. And you have told me today that you had an interview, and then an orientation with Just Energy that was how many days?
A. The interview was maybe five minutes...
85. Q. Yes?
A. ... believe on a Wednesday, the orientation on a Thursday, that was several hours...
86. Q. Okay.
A. ...and included the test.
87. Q. And the interview was with who?
A. The person?
88. Q. Yes.
A. Scott Eger, the regional...or, actually, the interview, sorry, was with Una, a recruiter.
89. Q. With who?
A. Una?
90. Q. Una?
A. Una, her name...

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Page 17
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K. Nazerally - 17
91. Q. Do you have a last name?
A. I don't remember it. It is hard to pronounce.
92. Q. Okay.
A. Yes.
93. Q. And Scott Eger?
A. Did the orientation.
94. Q. Okay. And he was the regional distributor?
A. Yes.
95. Q. In Ottawa?
A. Yes.
96. Q. Okay. And that included a test?
A. Yes, the same day, yes.
97. Q. Yes. And you passed the test?
A. Yes, of course.
98. Q. And then how long after that did you go in the field?
A. The next day.
99. Q. And were you part of a crew?
A. In theirterms, yes.
100. Q. Their terms, I understand, okay.

And that crew had a crew coordinator or assistant crew coordinator, again, in their terms?
A. There was a crew coordinator, yes.

Sheet 6 Page 18 K. Nazerally - 18
101. Q. Okay. And that person helped or assisted in not only the orientation, but the sales process?
A. The sales process, yes.
102. Q. And do you remember who your initial crew coordinator person was?
A. Yes.
103. Q. And who was that?
A. Tariq Ismail.
104. Q. Say what?
A. His name was Taríg.
105. Q. Yes?
A. Ismail.
106. Q. Okay. And at any point in time during your tenure with Just Energy in Ottawa, did you have any dealings with Jody Kelly?
A. I said hit to him maybe twice.
107. Q. You know who I mean by Jody Kelly, then?
A. I know Jody Kelly, yes.
108. Q. Okay.
A. I know of him.
109. Q. Okay. And when you started receiving commission payments, I presume at some point you have made some sales and received
K. Nazerally - 20
117. Q. Would you produce your income tax returns for 2012 and 2013 for me, please? MR. ROSENFELD: No, we will not.

## BY MR. MARTIN:

118. Q. Did you review your income tax returns for purposes of this examination today? MR. ROSENFELD: Don't answer the question.

BYMR. MARTIN:
119. Q. Did you provide copies of your income tax returns to your lawyer? MR. ROSENFELD: Dont answer the question.

BY MR. MARTIN:

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120. Q. Or counsel, I Iguess, to the case, it
        may not be your lawyer, but...
        MR. ROSENFELD: Still, don't answer the
        question.

BY MR. MARTIN:
121. Q. When did you first become aware of this litigation?

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Page 21

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K. Nazerally - 21
A. This whole thing we are doing now?
122. Q. Yes.

MR. ROSENFELD: Don't answer the question.

BY MR. MARTIN:
123. Q. How did you become aware of it? MR. ROSENFELD: Don't answer the question.

BYMR. MARTIN:
124. Q. Are you a friend of Kia Kordestani? MR. ROSENFELD: Dont answer the question.

BY MR. MARTIN:
125. Q. Do you know Kia Kordestani? MR. ROSENFELD: Don't answer the question.

\section*{BYMR. MARTIN:}
126. Q. Mr. Kordestani reached out to you at some point prior to August of 2015 , in relation to this litigation? MR. ROSENFELD: Dont answer the

K. Nazerally - 28
157. Q. The orientiation. And how many people were in the group; do you recall?
A. I would say seven to ten.
158. Q. Okay. And how many of those, of the seven to ten, actually became independent contractors, and went out and sold in the field?
A. I would say half of them.
159. Q. Okay.
A. I remember four people...
160. Q. Okay.
A. ...going out and selling.
161. Q. Okay. And the others, I presume
they just didn't agree to sign up, and become an independent contractor. Is that fair?
A. Yes, they probably just did
something else.
162. Q. Okay.
A. They didn't come back.
163. Q. Right. It wasn't for them, or they weren't interested, perhaps?
A. Possibly, yes.
164. Q. You don't know?
A. I don't know.
165. Q. Okay. But you thought you would
A. Either Debbie or Scott Eger.
167. Q. Debbie being who?
A. I think her name is Debbie, or the lady at the front desk.
168. Q. Okay. And was she an employee of Just Energy, to your knowledge?
A. From what I know, yes.
169. Q. Okay. And did you keep a copy of your agreement?
A. I don't think so.
170. Q. Do you have...from your time at Just Energy, do you have files that you kept?
A. Yes.
171. Q. And what were your files?
A. Well, I have pay slips...
172. Q. Yes.
A. I have customers, all the....almost every customer I signed up.
173. Q. You have...what do you have of them?
them their address, the date...the week, sorry, they were signed up.
Q. And how do you happen to have that?
A. Because it is on our payroll every week.
175. Q. Okay.
A. Yes.
176. Q. And do you still have all that material?

\section*{A. Most of it.}
177. Q. Okay. And what else do you have?
A. A badge.
178. Q. You still have your badge?
A. I think, yes. My badge, maybe some
business cards or contracts or something.
179. Q. Okay. Anything else?
A. \(N o\), that is all.
180. Q. You didn't keep daily records of where you went to or who you called on?
A. No.
181. Q. No. And you weren't obliged to do that?
A. No.
182. Q. And that file that you have, such as it is, is it...where is it today?
Page 29
A. In Ottawa. K. Nazerally - 29
A. In Ottawa.
183. Q. And your job primarily, I gather, was door-to-door residential sales?
A. Mostly, yes.
184. Q. And was it mostly....What else did you do?
A. I sold maybe two commercial deals at the...yes, managing the team.
185. Q. How did you sell commercial deals?
A. If the guy owned the business, you just asked about it and you would sign him up.
186. Q. Okay. And there is no restrictions on you in terms of whether you are doing residential work, commercial or what type of...
A. No. They highly recommended residential. They would only give us residential paperwork, butif the commercial deal came up, we spoke to regional aboutit, and he confirmed it would be possible, then we would do it, yes.
187. Q. And was there a higher commission on commercial deals?
A. I don't even know. I don't think so. It was just they had larger volume, so we would get paid by volume. So, therefore, we got a higher commission...
\begin{tabular}{|c|}
\hline \multirow[t]{25}{*}{\begin{tabular}{l}
Q. Okay. \\
A. Ultimately, right? How much usage? \\
189. Q. And were there other people in \\
Ottawa who did more commercial than residential? \\
A. Yes. There were some people doing strictly commercial... \\
190. Q. Right. \\
A. Yes, they had a commercial office. \\
191. Q. Right. \\
A. That I still believe is there. \\
192. Q. And did you ever try and move to the commercial side? \\
A. No. \\
193. Q. And did you ever do renewal business? \\
A. No. \\
194. Q. Why not? \\
A. Opportunity never came up, and I just was happy...I probably would have rather not. \\
A. The environment. \\
196. Q. Explain, please. \\
A. You would be working on your own with the renewal. I liked working as a group. 197. Q. As a team?
\end{tabular}} \\
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\end{tabular}

Page 31
A. Yes.
198. Q. Because? I know you liked it, but why did you like it?
A. Fun.
199. Q. Okay. What is fun about it? Just the camaraderie and the team-building...

\section*{A. Yes.}
200. Q. ...and the motivational...
A. You have to really go out there and try.
201. Q. Yes.
A. Yes.
202. Q. Okay.
A. It was justfun.
203. Q. And \(I\) gather you stuck with it for... how long were you there for?
A. Fourteen months.
204. Q. Yes. So...l am going to show them to you, your T4As in a moment. You were reasonably successful?
A. Yes.
205. Q. Okay. And would you agree with me that you certainly...your success was certainly far above what you would have made at a minimum wage job?
K. Nazerally - 32
206. Q. Yes.
A. It is more, yes.

MR. ROSENFELD: I am sory, ignore me. It is too late.
207. MR. MARTIN: I will.

MR. ROSENFELD: I am too late anyways.
BY MR. MARTIN:
208. Q. And you told me that you initially went out with a crew coordinator, and there is some shadow training at the front end by the more senior experienced people?
A. Yes, the first day you shadow, yes.
209. Q. Okay. And within an office in

Ottawa, there were the independent contractors who do the door-to-door sales, but they also do them with the crew coordinator, correct?

\section*{A. Yes.}
210. Q. And were there assistant crew coordinators in Ottawa at the time?
A. I don't remember any, no. When I started, no.
211. \(Q\). Okay. And then above the crew coordinator, my understanding is there is a regional
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Page 33

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 3 K. Nazerally - 33 distributor?
A. Yes.
212. Q. Okay. And did you understand that the crew coordinator and the regional distributor, that they were paid on the commission, as well?

> A. Yes.
213. Q. And did you understand that they had their own independent contractor arrangements, agreements with Just Energy?
A. I don't know about the regional distributor.
214. Q. Yes? But the crew coordinator?
A. Crew coordinator, yes.
215. Q. And the crew coordinator, they would receive an overide on the commissions of...
A. The sales agents.
216. Q. ...the sales agents, yes. Is that correct?
A. Most of the time.
217. Q. Okay. And my term is "override".

Is that a proper term, or...
A. Yes.
218. Q. ...do you call it something else?
A. Overide.
219. Q. Okay. And to become a crew
K. Nazerally - 34
coordinator, I gather you would have to have been there a while and been reasonably successful and a team player?
A. Pretty much.
220. Q. Okay. And also, as a crew coordinator, you would understand the system, and you would be able to answer questions of the independent contractor or sales agents?
A. For myself, yes, but there were people who came in right away as crew coordinators who knew nothing, really.
221. Q. Okay.
A. And they couldn't really answer any questions. My cousin-in-law was an example...
222. Q. Yes?
A. ...but they quickly stopped that program.
223. Q. So, ideally, the crew coordinator would have a training role?
A. To train people, yes. If you were a crew coordinator, you were supposed to train people.
224. Q. Yes. And when I say "answer questions", I mean, that would include having people understand that they were commissioned salespeople?
A. Well, my cousin came in on a salary,
K. Nazerally - 36
incentive payments...

\section*{A. Yes.}
231. Q. ...but you understood that the contract was such that you don't get overtime pay.
A. I didn't really read the contract, but l figured, yes, there would be... I wasn't really expecting it, too much at the time.
232. Q. Butifyou had a question about that...
A. Yes.
233. Q. ...right? You could go to your crew coordinator...
A. Yes.
234. Q....and they were more experienced and had that information?

\section*{A. Yes.}
235. Q. Okay. And that was true for other employment issues, such as, for example, vacation pay? And you knew that vacation pay wasn't part of the plan?
A. Yes.
236. Q. And if you were unsure of that, or someone like you was unsure of that, you would go to the crew coordinator and they could say, "Well, no, that is not part of how we are paid"?

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\[
\text { K. Nazerally - } 35
\] actually, as a crew coordinator.
225. Q. Yes?
A. Less commission. So, it depends what you are talking about. Different times, there were different things. But or my case, I was commission.
226. Q. Right. And anyone who was there when you were there as a sales agent was on commission?
A. As a sales agent?
227. Q. Yes.
A. Not being a crew coordinator, yes.
228. Q. Okay. And, \(s 0\), as asales agent, if I had a question about how I was being paid, I could go to the crew coordinator, and they would answer my questions?
A. Usually, yes.
229. Q. And, so, if I had a query and I said something akin to, you know, "Do I get overtime pay?" A crew coordinator would be able to say, "No, that is not part of the arrangement", and you have a contract that spelled that out, in any event?
A. Yes, other than the fact that sometimes the regional would throw bonuses on...
230. Q. Yes, apart from the bonuses and

Page 37
K. Nazerally - 37
A. Crew coordinator or regional.
237. Q. Or regional distributor.
A. Sure, yes.
238. Q. To get the titles right. And part of the understanding that went with that, of course, is that with an independent contractor, whether it happened or not, the idea was that the potential to make more money was there, right?
A. Yes.
239. Q. Okay. And I gather, while you were at Just Energy, whether it applied to you or others, but there were people there who were very successful and made very good money.
A. Yes.
240. Q. And does that include, obviously, crew coordinators and regional distributors who have got these overides?
A. It includes....ll positions had the potential to make good money.
241. Q. Okay. And you were aware that in selling Just Energy products, the contract that you signed precluded you from selling that competitor's products at the same time.
A. Yes.
242. Q. Okay. But were you also aware that
254. Q. Okay. Sir, I am showing you a copy of your T4A, statement of pension, retirement, annuity and other income from 2012, which shows in box 20 self-employed commissions of \(\$ 19,727.95\). Can you identify that, please?

MR. ROSENFELD: Let me see that. I thought you put one of these in one of the other affidavits from the defendants'...all right. So, this would be Exhibit H of the affidavit of Richard Teixeira. T4A from 2013. All right. So, now, the document you are showing me, the T4A note is 2012, is that right?
255. MR. MARTIN: Yes.

MR. ROSENFELD: Okay. We are not going to be answering questions about that.
256. MR. MARTIN: We will mark that Exhibit A for identification.
.-. EXHIBIT A: T4A Statement of Pension, Retirement, Annuity and Other Income of Kian Nazerally for the year 2012 (for identification)

BY MR. MARTIN:


yesterday.
276. Q. If you were to go to the fifth page, which is page...this is page 117 . See, just above your signature, in bold and in capitals, and underlined, it says:
"...Be sure that you have read and understood this agreement before signing..." Do you see that?
A. I see that.
277. Q. And can I ask you, do you have any recollection of having then asked any questions about this agreement? Anyone at the office, at the time you were undertaking to sign this?
A. I don't remember any specific questions that I asked, no. They just said, "Sign it and give it back".
278. Q. And, again, is this a similar type of agreement that you then subsequently signed with your other positions after you left Just Energy?

MR. ROSENFELD: Don't answer that question.

BY MR. MARTIN:
279. Q. And, sir, it was made, I suggest,
K. Nazerally - 43
269. Q. And then I am going to page 123 , if you just flip to that, 123, and following. This is, to my understanding, a test that would have been given to you as part of your orientation. Do you recall taking the test or quiz?
A. Yes.
270. Q. And did you pass?
A. From what they told me, yes.
271. Q. So, you have 88. Evidently you did pretty well?
A. Thank you.
272. Q. And I think you had to sign it at the back, page 137. Is that your signature?
A. Yes.
273. Q. So, just coming back, then, if I can, to page 114. This is the agreement itself. Do you recall who provided this to you?
A. Either Debbie or Scott.
274. Q. Okay. And did they provide you an opportunity to read it?
A. If so, it must have been a very short opportunity, because I don't remember reading it, like, going through it.
275. Q. Have you read it recently?
A. I skimmed through it a little bit

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plain to you that if you did not sign this that you would not be selling for Just Energy. Is that correct?
A. There are people who haven't signed this, and they have sold.
280. Q. I am saying you, sir. If you didn't sign this...
A. From what I remember, most likely, yes.
281. Q. In your affidavit, sir, you stated in paragraph 1 that you worked with Just Energy as a door-to-door sales agent from approximately July 2012 to September 2013. Am I right in understanding that you weren't just always a sales agent, but that at some point in time you actually became a crew coordinator?
A. Yes.
282. Q. You don't state that in your affidavi?
A. I don't remember. I don't think I remember saying that, no.
283. Q. When did you become a crew coordinator?
A. I became an assistant crew coordinator in November, or end of October 2012.
```

sheet 13 Page 46
K. Nazerally - 46
284. Q. You asked what?
A. I asked for a demotion, and then in January, I believe I became crew coordinator.
285. Q. Promotion?
A. Well, they promoted me when I tried to demote myself. I just said, "Yes".
286. Q. So, I don't understand that.
A. But, yes, in January. You can
say...crew coordinator around January 2013.
287. Q. A crew coordinator?
A. Mhmm.
288. Q. And as an assistant crew coordinator, and as a crew coordinator, you then became eligible for overides?
A. Yes.
289. Q. So, people who, what, were in your crew, you received monies based on sales they made?
A. They were supposed to pay us money on sales they made, yes. Sometimes we didn't get it. Sometimes we got it.
290. Q. And if you didn't get it, did you complain?
A. Of course, absolutely.

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K. Nazerally - 47
291. Q. Yes, yes. And as a crew coordinator or assistant crew coordinator, among other things, you had additional responsibilities, I gather, then...
A. Yes.
292. Q. What were those?
A. Transportation for yourself and the team, reporting to the regional distributor, your numbers and the team's numbers. Sometimes showing up a litte bite earlier, holding meetings if the regional was on a call. Basic stuff like that.
293. Q. Including sales training?
A. Yes, sometimes we do little trainings, especially shadowing like the first day, like you mentioned. The people that would come in would watch one of the crew coordinators or assistant crew coordinators perform sales for a day, or half a day or whatever, and then they would do it on their own.
294. Q. Motivational exercises, whatever that might be?
A. Sometimes, yes.
295. Q. You would finance, whether it be through gas or meals or whatever activities of the team?
A. Gas, yes, sometimes meals.
296. Q. You would organize where they would go to sell?
A. Some of the time, yes.
297. Q. You would plan trips?
A. Either the regional or the crew coordinator, which, if I was a crew coordinator...
298. Q. Yes.
A. ...yes, one of the two, either me or the regional.
299. Q. And did you, in fact, plan trips?
A. I would help in the planning. They would have to be approved by the regional, yes.
300. Q. And did you yourself finance some of the trips?
A. I think I have done one, yes.
301. Q. And when I say "finance it", you pay for transportation and you pay for meals and hotels...
A. Yes.
302. Q. Okay. And you would do that and not be reimbursed by Just Energy for that, correct?
A. Sometimes a regional, but not by Just Energy.
303. Q. Right, because the regional is

Page 49 \(\square\)
\begin{tabular}{|c|c|}
\hline & K. Nazerally - 49 \\
\hline 1 & independent. \\
\hline 2 & A. Yes. \\
\hline 3 & 304. Q. Right. And you would do that \\
\hline 4 & because of the hope that your guys could do well, \\
\hline 5 & your team would do well, and you would get the \\
\hline 6 & overides? \\
\hline 7 & A. Yes. \\
\hline 8 & 305. Q. And when you would organize a trip, \\
\hline 9 & it is fair to say that not all team members would \\
\hline 10 & necessarily go on all trips? \\
\hline 11 & A. From my team, they would pretty much \\
\hline 12 & always be..if I were on a road trip, they would \\
\hline 13 & pretty much always be on a road trip. \\
\hline 14 & 306. Q. And so... \\
\hline 15 & A. Sometimes they weren't given an \\
\hline 16 & option. Like, the regional, but...in other teams, I \\
\hline 17 & have seen one or two people possibly not go on \\
\hline 18 & trips. They would have different guidelines during \\
\hline 19 & that week, but, yes. \\
\hline 20 & 307. Q. Some people might, for example, for \\
\hline 21 & family reasons not be able to go on a trip. \\
\hline 22 & A. In other teams, I guess so, yes. \\
\hline 23 & 308. Q. And, so, it would be understood that \\
\hline 24 & they just...let's say you are in the Ottawa region, \\
\hline 25 & they would stay in the Ottawa region and do Ottawa \\
\hline
\end{tabular}


Sheet 15 Page 54 K. Nazerally - 54 there is any way he would know that. It is kind of like being a lawyer. You can sneak away. I am just kidding.
332. MR. MARTIN: Let's take a break.

\section*{.-. ABRIEF RECESS}

KIAN NAZERALLY, resumed
CONTINUED EXAMINATION BY MR. MARTIN:
333. \(Q\). So, in your affidavit, as I say, you didn't disclose that you had been a crew coordinator. And paragraph 8 of your affidavit, you talk about the hierarchy that puts the sales agent at the very bottom. So, certainly, I gather, next in the hierarchy, you would say, would be the assistant crew coordinators, and then next again would be the crew coordinators, which you were as of January...
A. Yes.
334. Q. ...of last year, correct?
A. Yes.
335. \(Q\). Okay. Is there a reason you didn't disclose that in your affidavit?
A. There is no specific reason, no. I don't mind saying that I was.

\section*{Page 55}
336.
Q. His K. Nazerally - 55 Q. His not your understanding hat this action is only about sales agents, is it? And that is why you didn't disclose that you were a crew coordinator?

MR. ROSENFELD: I don't understand it.
What is the purpose of the question?
337. MR. MARTIN: Well...

MR. ROSENFELD: I don't follow.
338. MR. MARTIN: Well, if he doesn't
disclose it in his affidavit, that he was a
crew coordinator receiving these overrides...
MR. ROSENFELD: And?
339. MR. MARTIN: And my understanding is
that he is purporting to say that this is
all about sales agents who were in the
lower rung in the hierarchy.
MR. ROSENFELD: So, he is giving evidence about that. That is correct.

BY MR. MARTIN:
340. Q. Did you do door-to-door sales as a crew coordinator?
A. Yes. So, yes, you have the same job as a sales agent, just plus more.
K. Nazerally - 56
341. Q. Right. But you realize, in putting in your affidavit, you are suggesting that you have a claim in this litigation?
A. What does that mean?
342. Q. You are seeking money from this litigation? You are hoping this litigation is successful, and that money will come your way?
A. I am hoping it is successful.
343. Q. And that you will receive money?
A. Whatever comes, comes.
344. Q. You mentioned that you were perhaps aware of someone who may not have signed the independent contractor agreement. Is that true?
A. I have seen where people have made sales, and without any interview process or signing or...
345. Q. Without signing a contract? Because you would have to be badged, right?
A. You are supposed to be, yes, by law.
346. Q. Yes, by law, you are obliged to...no one did that under your watch, did they?
A. I...part of my team?
347. Q. You didn't allow that to be happening when you were crew coordinator?
A. I personally, obviously, did all
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this...
348. Q. Just Energy isn't going to pay anyone unless they have gone through the proper process, if they have the badge number, because it all comes out on your remuneration sheets, right?
A. There is ways of doing it, you know? Of...
Q. Of what?
A. I am just saying I have seen it before. I...
350. Q. Of what?
A. Of signing deals and getting paid
for them just through other people's ID numbers.
351. Q. Well, that is fraud.
A. I guess so.
352. Q. You are aware of that? Did you participate in it?
A. Me personally, I have never used another person's ID number. I have helped my sales agents that were starting out, but that is all I can do as a crew coordinator. Our job is just to assist in...
353. Q. The contract that you signed... sorry, it is in that book there. Paragraph 9. This deals with forgery, fraud and misrepresentation.

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K. Nazerally - 59
A. Yes, I was terminated.
360. Q. Let's just play the tape. The taped
    telephone conversations you were party to.
        MR. ROSENFELD: I am sorry, what
        telephone conversation?
    361. MR. MARTIN: We are going to hear it
        right now.
        MR. ROSENFELD: When was it? When was
        it recorded?
    362. MR. MARTIN: We are going to hear right
        now.
        MR. ROSENFELD: I know you are going to
        hear it right now. You are going to play
        it right now.
    363. MR. MARTIN: Let's play it.
        MR. ROSENFELD: Forget it. When was
        this recorded? Why am I waiting? I don't
        understand what you are saying.
        understand you are trying to make...I
        understand that you are trying to get it on
        the record, and I haven't heard this, I
        haven't seen it, and you haven't produced
        it to me. So, I don't know why you are
        even putting this forward. I am going to
        turn it off. All right, we are done, thank
BY MR. MARTIN:
364. Q. You were terminated for...

MR. ROSENFELD: You can stand up. We are done.
365. MR. MARTIN: ...fraud. MR. ROSENFELD: You can ask the question, but turn that off, please, unless you are going to produce it to me.
366. MR. MARTIN: I am producing it right now. MR. ROSENFELD: I thought we went through this with the T4s already. You are not producing anything to me right now. You can produce it as part of your record all you want. We are not doing it as part of the cross-examination. So , we can either shut it off, or we are leaving, one way or the other.
367. MR. MARTIN: I am going to play this into the record.
MR. ROSENFELD: You are not going to play it on the record.
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368. MR.MARTIN: Yes,Iam.
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368. MR.MARTIN: Yes,Iam.
``` MR. MARTIN: Yes, I am.
```

K. Nazerally - 60
you.
BY MR. MARTIN:

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you.
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-
K. Nazerally-61

MR. ROSENFELD: You can play it into the record when we are not here.
369. MR. MARTIN: It is my record.

MR. ROSENFELD: Great. So, go play it on the record when we are not here.
370. MR. MARTIN: This man was terminated for fraud, and he knows it.
MR. ROSENFELD: So ask him questions.
371. MR. MARTIN: I am. I am going to play the tape, and get it on record. So, I will ask the questions.
MR. ROSENFELD: Why haven't you produced that before?
372. MR. MARTIN: I am not obliged to produce it.
MR. ROSENFELD: As part of this record?
All of a sudden you are just going to put some evidence before him on a cross-examination?
373. MR. MARTIN: Absolutely. MR. ROSENFELD: Well, lam not going to allow that.
374. MR. MARTIN: Absolutely, I am going to do it.
MR. ROSENFELD: Okay.





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\text { Page } 76 \longrightarrow \text { K. Naz }
$$

## REPORTER'S NOTE:

Please be advised that any undertakings, objections advisements and refusals are provided as a service to all their guidance only, and do not purport to be legally bind necessarily accurate and are not binding upon Victory Verb Reporting Services Inc.
$I$ hereby certify the foregoing to be a true and acc transcription of the above-noted proceedings held before $m$ 18th DAY OF MARCH, 2016, and taken to the best of my skill ability and understanding.

## Certified Correct: <br> Michael Schintz Verbatim Reporter

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This is Exhibit "E"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

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From: Ryan Parnell
Sent: $\quad$ Tue 3/17/2015 2:24:55 PM (UTC)
Subject: Recruiting

## Good Morning USE !!

I wanted to send a reminder to everyone on some valuable recruiting tactics that we should be exercising daily/weekly in your office !!

- Train your IC's how to recruit when they meet people at lunch or in the field - what to say, what to collect, probe for more people to contact!
- In your orientation, collect 3-5 names and phone numbers of friends/family from each of the candidates to contact (get 20 more people to recruit)
- Visit 24 hour grocery stores between $10 \mathrm{pm}-2 \mathrm{am}$ and recruit staff looking for a better opportunity - stocking staff
- Collect extra resumes from McDonalds or other fast food restaurants - speak to manager as they are usually thrown away
- Posting business cards and recruiting ad's in laundry mats, churches and grocery stores
- Adult high schools / night school - Google and recruit by visiting the school in the evening
- College/University - Handing out flyers and collecting names and numbers
- Online websites - resumes banks, job boards, linkden, indeed, kijiji etc
- Mall Blitz - Collecting names and numbers while handing out flyers at a mall
- Visit Employment centers and build referral relationships / collect resumes
- Old agents... asking sales support for badges requested and never used....
- Recruiters should give all agents their business cards to pass on to people they meet - recruiters should engage the sales force and show that they want more bodies as well !! Maybe in a morning meeting...

These are just some suggestions to light a fire and take some initiative !!

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

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This is Exhibit " $F$ " referred to in the Affidavit of
Richard Teixeira sworn before me this
$11^{\text {th }}$ day of January, 2019
COMMISSIONER OF OATHS
Neal Hewitt

## Orientation Guidebook

So you've got a classroom full of people, what do you do now?
Remember, much like your potential customer, most of the people in your orientation class have no clue about Just Energy family of companies, our product, or have sales skills that they can depend on.

When providing orientation to your new Independent Contractors you are investing in their career path, meaning that he or she will feel that they can be successful in this opportunity. This will create a sense of loyalty for them, as they'll feel that you are vested in the outcome of their career and means that they will give their absolute best in order to secure the success of the business. Remember...Proper orientation provides people with confidence!

Your attitude and personal experiences makes the orientation effective. Remember the three Beliefs - Belief in the Company, Belief in the Product and Belief in Yourself and that you are the most important factor in motivating, empowering and retaining new Independent Contractors.

## 1. How to use the Orientation Guidebook

This Guidebook contains guidelines and directions on how to conduct your Orientation Seminar. It has been divided into 5 modules/sections which may be conducted in one full day ( 8 hour session) or two sessions (two 4 hour days) over two consecutive days.

This guidebook was designed to help you facilitate an orientation session for new Independent Contractors to prepare and provide perspective and their new career path in sales.

Orientation Objectives:
$\checkmark$ Provide accurate information about Just Energy family of companies and our products
$\checkmark$ Identify the role of the Independent Contractor
$\checkmark$ Explain the Independent Contractor's responsibilities with regards to Acceptable Marketing Practices, Scripts and Compliance (Compliance Matrixes MUST be fully explained prior to marketing)
$\checkmark$ Emphasize the unlimited opportunities in becoming an Independent Contractor
$\checkmark$ Emphasize that this opportunity is a career and not a job
Listed on the next page is an overview of Just Energy's Orientation Module Series. It is imperative that each module (handouts included) are distributed and fully explained during the Orientation process to all Independent Contractors.

## 2. Preparing for Orientation Class

Print Materials required:
$\checkmark$ You want to ensure that you have copies of all 5 modules for each person in attendance
$\checkmark$ You can order more by sending an email request to Sales Support
$\checkmark$ Copies of all marketing materials for your market; i.e. Customer Agreements, Acknowledgement Forms, Cancellation Forms, ETFs, Business Cards, Price Comparison Forms, Contact Sheets, Market brochures, etc...
$\checkmark$ Recently approved articles from Head Office
$\checkmark$ All the materials for each module are listed below:

* Module 1 - Your Opportunity at Just Energy
- PowerPoint Presentation
* Module 2 - Energy Explained
- PowerPoint Presentation
- Green Mission*
- Outlines what is JustGreen Natural Gas and JustGreen Power as well as any local green projects we participate in

Module 3 - Commissions, Incentives and Rewards

- PowerPoint Presentation
- Handouts
- Referral Program*
- Outlines our Canadian Referral bonus program for Independent Contractors
- Scholarship Program*
- Outlines our incentive program for students who are looking for a Summer job during their school break giving them an opportunity to build income towards their school tuition
- JE Nation Brochure and Card Holder
- Outlines the JE Nation Website and instructions on how to register
- Next Trip Sell Sheet
- Outlines our Annual trip and how you can become eligible to attend
- Commission Example
- Outlines an average/above average Independent Contractors monthly and annual income for the Ontario market


## Module 4 - Customer Experience

- PowerPoint Presentation
- Handouts
- Acceptable Marketing Practices*
- Outlines and provides guidance, by market, on the conduct that is expected from each Independent Contractor.
- JEG Ethics Policy
- Outlines Just Energy family of companies expected level of conduct and ethics when representing our company
- Interacting with Customers with Disabilites*
- Outlines Just Energy's guideline for interacting with customers who have disabilities
- IC Compliance Matrix
- Outlines Just Energy's compliance guideline for the Independent Contractors to follow while out in the field
* Module 5 - Customer Interaction
- PowerPoint Presentation
- Handouts
- FAQ's*
- Outlines the Frequently Asked Questions that Consumers or Independent Contractors may have
- Customer Sample Utility Bills*
- Outlines what the customers energy bill will look like once they are with Just Energy as a natural gas/electricity supplier
- Objection Handling*
- Outlines objectives that consumers may bring up during the sales process as well as rebuttals for each of the objections
- Market Details \& Benefits of the Program*
- Outlines the Natural Gas \& Electricity programs that Just Energy currently offers in Ontario
- What you need while Marketing*
- Outlines the items you should before you go Marketing
- Customer Contact Sheet*
- Outlines important contact numbers for the Just Energy customer

[^4]Other Materials required:
$\checkmark$ Computer/Laptop
$\checkmark$ LCD Projector
$\checkmark$ PowerPoint presentations for each Module (found on the extranet or the files provided)
$\checkmark$ Pens \& Notepads for new candidates
$\checkmark$ Whiteboard markers
$\checkmark$ Flip chart and permanent markers
$\checkmark$ Snacks \& refreshments
$\checkmark$ Any other support pieces - ex. Awards, Posters, Photos, JE Cribs Videos, Past Event Videos, etc. (All can be found on Just Energy Nation)

## Logistics:

$\checkmark$ LCD projector and laptop should be setup 20 minutes prior to start time
$\checkmark$ Total instruction time is approximately $8-10$ hours

## Suggested Orientation Process:

Listed below is a recommended format for conducting orientation sessions. The Day One scenario is designed to build belief in the Independent Contractor of the company, the product and their ability to perform well and be successful.

Day Two has two suggested options. One option has the Independent Contractor going onto the field to shadow, however, requires the individual to come in much earlier to have enough time to go through Modules Four \& Five in great detail.

Once completed, the Independent Contractor would be integrated into the daily meeting and matched up with their crew coordinator and shadow for the remainder of the day. Option Two has the Independent Contractor coming in the afternoon to go over Modules Four \& Five in great detail.

The Independent Contractor would then come in the next day (Day Three) for the morning meeting and then meet their crew coordinator and shadow for the remainder of the day.

## Day One: (4 hours)

- Orientation begins at 11:00am
- Introduction \& Module One - Your Opportunity with Just Energy 11:15am - 12:15pm
- Regional provides their background and thanks candidates for attending
- OEB Presentation \& Test 12:15pm - 3:00pm
- Restroom Break 3:00pm - 3:10pm
- Module Two - Energy Explained 3:10pm - 4:00pm
- Module Three - Commissions, Incentives \& Rewards 4:00pm - 5:00pm
- End of the day 5:00pm

Day Two: (Two Scenarios)
Scenario One ( $\mathbf{3}$ hours in the office, plus 8 hours shadowing)
This option allows the new Contractor to be on the field on day two, shadowing

- Candidates come back for Day Two 9:00am
- Module Four 9:15am-10:15am
- Module Five 10:15am - 11:00am
- Daily Meeting with existing Independent Contractors 11:00am
- Field Shadowing 1:00pm-9:00pm


## Scenario Two

This option allows the new Independent Contractor to be on the field on day three, shadowing

- Candidates come back for Day Two 1:00pm - 1:15pm
- Module Four 1:15pm - 2:45pm
- Module Five 3:00pm-4:15pm
- End of day 4:15pm


## Day Three:

- Daily Meeting with existing Independent Contractors 11:00am
- Field Shadowing 1:00pm onward

It's important to note that this guidebook will work off the premise that the Modules will be presented in order (Modules 1, 2, 3, 4 and 5), however, you may present the Modules in whichever order is comfortable to you and your presentation style. Of course, it is required that each Module and Handout be covered fully with at least 45 to an 1:15 minutes being spent on each Module. Remember, this is your opportunity to provide as much information as you can to the candidate and get them excited about their opportunity with Just Energy.

The effectiveness of your orientation sessions will be dependent on the energy and detail you put into it. It is a proven fact that individuals who are prepared for their role will be more effective at it and put themselves in a position to succeed quicker.

| TOPIC | ORIENTATION DETAILS |
| :---: | :---: |
| INTRODUCTION | WELCOME EVERYONE <br> Introduce yourself (name, how long you have been providing services to the company and your role) <br> - Excited about working with them to prepare for this new opportunity <br> - Snack \& refreshments provided - help yourself <br> - Provide directions to washrooms, smoking area <br> - Advise your candidates your itinerary over the next two days |
|  | Module One - Your Opportunity |
| Module Recap | Module One provides an overview of Just Energy Family of Companies and the different brands, markets, the role of an Independent Contractor and provides testimonials from successful Independent Contractors from across North America. It also outlines Just Energy's Vision and Pilars, in addition to providing clarity around our commitments to our team members, customers, communities and environment. <br> The main sections of the Module are recapped below: <br> - Who is Just Energy? <br> - This section looks at Just Energy's family of Companies and outlines how Just Energy is a provider of energy solutions to residential and commercial customers throughout North America <br> - The Opportunity <br> - This section provides an overview of why individuals would want to represent Just Energy. We summarize the value proposition of representing one of North America's largest Energy Retailers. <br> - Your Role <br> - We are a sales driven company and your opportunity as a sales professional is limitless. <br> - Testimonials <br> - Read, from real life sales professionals, who have experienced success and have personally developed skills that they've taken from their time with Just Energy. |


| Summary | Module One is your opportunity to build belief in Just Energy and begin to provide prospective about the opportunity they're being given. This Module sets the pace for your entire orientation session. |
| :---: | :---: |
| OEB Recap | Section One - Players in the Energy Sector <br> Review: <br> - The Government of Ontario sets the legal and policy framework that governs the energy sector in the province through the Ministry of Energy (MOE) <br> - The Ontario Energy Board (OEB) implements and oversees the regulatory framework established by the Ontario Government. <br> - The Ontario Power Authority (OPA) agency is responsible for ensuring an adequate, long term supply of electricity in Ontario; <br> - OPG generates about 70 percent of Ontario's electricity at its hydroelectric, nuclear and fossil fuel stations <br> - The Independent Electricity System Operator (IESO), acts as system controller of Ontario's power system and ensures reliable supply of electricity is available. The IESO also sets the spot market price <br> - There are approximately 75 licensed electricity distributors and five natural gas distributors in Ontario. The major ones being Enbridge Gas Distribution and Union Gas. In addition, there are 2 municipally owned gas utilities, the City of Kitchener and Utilities Kingston. |

## Section Two - Electricity

## Review:

Some facts about electricity and deregulation:

- The unit that electricity customers are billed is based on kilowatt hours
- As demand for electricity increases, higher offers are accepted from generators, raising the spot price
- Electricity is consumed as it is produced, it must reach areas of demand quickly and is carried over distribution wires to homes
- The Market Opening is also referred to as Deregulation. The electricity market in Ontario was opened up to competition by the provincial government on May 1st, 2002.
- Residential and low volume commercial customers have two options for electricity supply, RPP or electricity suppliers.
- RPP stands for Regulated Price Plan and the forecast price changes take effect May 1 and November 1 each year
- RPP is based on estimation of costs paid to generators for power consumed
- If a consumer signs with Just Energy then they leave the RPP and any variance is settled with a final 'one time' charge or credit
- All customers on the two-tier RPP are being switched to smart meters and time of use rates. The goal is to have smart meters installed across the province by 2011.
- Time of use pricing results in the customer paying less for hydro in off-peak periods
- Electricity commodity charge is the charge for the electricity you use, which you buy either from your LDC or through an electricity supplier
- The Delivery charge makes up the Distribution and Transmission costs, which is approved by the OEB
- If customers pay the RPP the Global Adjustment is included
- Customers who sign with a retailer will see this charge on a separate line item.


## Section Three - Natural Gas

- The flow of natural gas is from the Producers, via the Transmission companies to Local Utilities, then to homes.
- In 1986 natural gas market deregulated in Ontario
- Natural gas is colorless and odorless
- Natural gas is an energy source that can be stored
- Non-municipal LDCs review gas prices quarterly.
- Natural gas commodity charge is a charge for the gas a consumer uses, which they purchase either through their LDC or a natural gas supplier like Just Energy
- Natural gas supply adjustment represents a gas supply surcharge or credit if forecasts by the LDC for prices in the previous quarter were incorrect.
- The Delivery charge includes the cost to deliver the natural gas to the home or business
- The Customer Charge is for administration of your natural gas account. It is a fixed charge approved by the OEB
- The Transportation Charge includes the cost of transporting the natural gas from Western Canada and the United States to Ontario.


## Section Four - Your Role as a Salesperson

- Regulations governing the Energy Sector in Ontario are:
- The OEB Code of Conduct
- The Energy Consumer Protection Act
- The Privacy Act
- The OEB is responsible for:
- Setting rules for the energy industry
- Handling customer concerns and licensing utilities and energy suppliers
- The OEB Code of Conduct states that energy salespeople must comply with fair marketing practices including:
- Providing a business card as soon as they introduce themselves to the consumer
- Not exerting pressure on a consumer
- The ID badge that a salesperson wears must be visible at all times to the consumer.
- It is considered an unfair practice under the law to make any false, misleading, or deceptive statement to a consumer
- Enrolling a customer under false pretenses, acting as the customer during the verification call, and signing the customer's name on the agreement are all examples of fraud or forgery
- You should not approach a home or business that has a Do Not Solicit sign posted
- Salespeople should not attempt to sell services to a person with a language barrier or where the salesperson ought to know that the consumer does not understand the sale being offered
- In terms of customer's privacy, salesperson responsibilities include keeping the customer's information safe, and not sharing or keeping customer information.


## Section Five - Executing an Agreement

- An agreement with a consumer must be accompanied by a Disclosure Statement and a Price Comparison form, and all documents must be signed by an authorized account holder
- The OEB approved Disclosure Statement must not be altered
- The Disclosure Statement and Price Comparison form is required whether it is a new contract or the renewal or extension of an existing contract
- Price comparison forms are designed to compare the LDC and energy supplier prices
- All new agreements must be verified by phone


## Section Six - Customer Cancellation Rights

- All customers have a 10-day cooling off period in which to cancel the agreement without fees
- In the case of natural gas/electricity agreement customers have an extended cancellation right of up to 30 days after the issuance of their first bill without fees
- Customers may cancel an agreement at any time without fees if an unfair practice has taken place
- In all cases the supplier must process the cancellation within 10 days of notification from the customer
- If the customer moves location exit fees cannot be applied
- The customer can cancel without penalty if the contract, Disclosure Statement or Price Comparison Form were not fully and accurately completed
- If a typical natural gas residential customer decides to cancel a valid agreement the energy supplier may not charge more than $\$ 100$ per remaining year left on the agreement or $\$ 50$ for year remaining for electricity
- In the case of a Contest the existing supplier must notify the customer within 5 days of fees payable or due under the contract in the case of cancellation.



## Section Eight- Agreement Renewals and Extensions

- Renewal or extension packages sent to customers must include:
- The proposed agreement
- Disclosure Statement
- Price Comparison Form and Renewal Form, including Just Energy's toll free number
- Customers will receive the renewal or extension package between 120 and 60 days before their current agreement expires
- In the case of a natural gas agreement it will be automatically renewed if the customer does not notify Just Energy otherwise
- There are no automatic renewals for electricity
- Verification agents should follow the renewal and extension scripts
- The new term and pricing are the only changes allowed for the renewal of an agreement
- Cancellation rights for renewed agreements:
- No cancellation penalties apply throughout the term of a gas agreement that has been automatically renewed
- The customer can cancel their Natural Gas and Electricity renewal agreement up to 14 days after they agree to it
- If canceling by phone: the supplier is required to send written confirmation of the cancellation


## Module Two - Energy Explained

Module Recap
Module Two provides a high level explanation around Regulation vs. Deregulation and how this benefits our consumers, as we provide them options and solutions to their energy needs. The module explains basic supply and demand concepts that allow candidates to understand what creates volatility with respect to energy commodity prices, where electricity and natural gas come from and how it's distributed to consumers. It also clearly explains how JustGreen works and the benefits to the customer who wants to contribute to a cleaner and greener world.

The main sections of the Module are recapped below:

- Energy Markets
- Energy consumers in most markets across North America have the power to choose who they purchase their natural gas and electricity from. This section will cover the difference between regulated and deregulated markets and the impact they have on energy consumers.
- What is Energy
- We all know that energy is something we use every day to cook, clean, heat and cool our homes. What few people understand is where energy comes from and how it gets to our homes.
- The Price of Energy
- Energy prices change all of the time due to factors that are often beyond the control of energy consumers. Learn why prices rise and fall and about the things customers can do for protection from changing energy prices.
- Pollution \& Green Energy
- The majority of the energy we use every day is generated from polluting sources. Learn about how our energy consumption creates pollution and ways Just Energy family of companies is helping out customers contribute to cleaner, greener environment.


## Summary $\quad$ Module Two provides you the opportunity to build belief in the product they will be selling. Ensure you provide the candidate prospective as to why the Energy Industry is so essential to consumers and how our program provides customers choice and flexibility.

## Module Three - Commissions, Incentives \& Rewards

## Module Recap

Module Three provides details surrounding Just Energy's rewards and commissions program. This module provides an overview of the structure surrounding Just Energy's commission process and outlines the various payments provided for successfully approved customers. We also provide a glimpse into our Scholarship Programs, the prizes and bonuses offered, Referral bonuses, Incentive trips and Just Energy Nation; Just Energy's revolutionary social media and online recognition platform.

The main sections of the Module are recapped below:

- Commissions
- Our commission's structure is among the most competitive in the industry, and provides you with unlimited earning potential.
- Incentives
- Perform well with Just Energy family of companies and take advantage of our many added benefits, including some of which include: The Annual Awards Gala, which is hosted in exotic locations around the world, scholarship funds and extravagant prizes.
- Just Energy Nation
- Just Energy Nation is an online community that links our sales force together and delivers sales tips, inspirational messages, recognition and rewards.
- The Opportunity
- All you need to succeed in this business is passion and commitment. You have the resources and the opportunity. It's up to you to make it happen!

| Summary | Module Three provides you the opportunity to build belief in themselves. The ability to leverage this Module to generate excitement and Independent Contractor retention is integral. This Module can also be used for recruiting purposes as well and, remember, Just Energy is one of the few retailers to provide their Independent Contractors an incentive and recognition program as robust as ours. |
| :---: | :---: |
|  | Module Four - The Customer Experience |
| Module Recap | Module Four provides guidance on the conduct of Independent Contractors while representing Just Energy. This is a vital section for all new candidates and MUST be covered in full detail. Just Energy Independent Contractors interact with thousands of consumers each and every day, so it is imperative that they realize the importance of their actions while marketing on our behalf. This section also outlines the duties and responsibilities of Just Energy's Corporate and Consumer Relations Department and how they work to protect the interests of Just Energy and the licenses we currently hold. <br> The main sections of the Module are recapped below: <br> - A Day in the Life of an Independent Contractor <br> - Join us as we take you through a day in the life of Justin Nation, a typical Just Energy family of companies Independent Contractor. <br> - Attitude \& Professionalism <br> - Maintaining a positive attitude, polished look and professional demeanor significantly impact the outcome of a sale. <br> - Acceptable Marketing Practices <br> - The energy industry is highly regulated and there are several rules that need to be followed when approaching energy consumers. <br> - Interacting with Customers with Disabilities <br> - This section gives you some basic tips to help you interact with people with disabilities in a positive way. <br> - Corporate \& Consumer Relations (CCR) <br> - The Corporate and Consumer Relations Department ensures Just Energy family of companies' sales processes meet market specific regulatory and legal standards. |


| Summary | Module Four is essential and MUST be covered in full detail prior to any Independent Contractor being <br> allowed to market. Independent Contractors must be aware of how important it is to be respectful to <br> customers and understand how negative actions, taken by them in the field, will have consequences as per <br> the compliance matrix. This Module isn't meant to put a negative take on sales or the opportunity provided to <br> so many others. |
| :--- | :--- |

## Module Recap

Module Five provides guidance on the interaction of an Independent Contractors and consumer. It breaks down the sales process into five easy steps. This module will also require interaction between you, the Regional Distributor, and your candidates, as role playing sessions will need to be used to illustrate the sales process. It is important that candidates have a clear understanding of what to expect when they market for their first day and have all the necessary tools needed to succeed quickly. We also strive to illustrate the work that happens on the operations side of processing customers and provide tips and suggestions on how to ensure verification calls are run smoothly, with less challenges, and how they can work to have a higher conversion ratio so that they maximize the most commissions that they possibly can by reducing standard errors that are sometimes seen when processing agreements.

The main sections of the Module are recapped below:

- Customer Interaction
- Obtain a complete view of the sales process, from the moment you greet the customer to the moment you receive compensation.
- The Sales Process
- Our sales process has been tried and tested to perfection. We'll take you through greetings and introductions, explaining the program, signing the Agreement, the Verification Call and wrap-up.
- Post Sales Process
- It is important to understand the many operational and customer support strategies that are in place, which occur after a sale is made.
- Personal \& Professional Development

|  | - Gain invaluable skills that will benefit you throughout your entire career. |
| :--- | :--- |
| Summary |  <br> learn" type of educational process, however, this module allows you to speak to the methods of approaching, <br> speaking, engaging and selling to a customer. It is also important to provide perspective on each step of the <br> sales process. Remember, you have a roomful of individuals who probably have never sold before or did door <br> to door sales. This is your opportunity to let them know that they can sell effectively as long as they are willing <br> to put in the effort. |

A solid orientation session will:

1. Improves morale of Independent Contractors - Orientation helps the Independent Contractor overcome their concerns about knocking doors and making commissions.
2. Less supervision- A well trained Independent Contractor will feel comfortable selling the product and will need less of supervision. Thus, there will be less wastage of time and efforts.
3. Fewer compliance- Errors are likely to occur if the Independent Contractor lacks knowledge and skills. The more solid the orientation, the less likely they are to commit compliance errors.
4. Chances of growth- Independent Contractors acquire skills during orientation. The more skills they develop, the greater their chances are to growing their business.
5. Increased productivity- Orientation improves efficiency and productivity of Independent Contractors. Get up to speed faster and more likely to give the opportunity of retention.

This is Exhibit "G"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neol Hewitt

## JUST ENERGY CORP. Independent Contractor File Information

## Contractor Information (PLEASE PRINT CLEARLY)


(The above information will not be applied unless accompanied by business registration documents.) CURRENT ADDRESS:


No.
Street
Apt \#
$\frac{\text { Richmond }}{\text { city }}$


Province


Postal Code

TELEPHONE NUMBER: ( 613 ) 838-5955 CELL NUMBER: $(613$ $\qquad$ START DATE: $\qquad$ IDENTIFICATION PROVIDED (No.): $\qquad$
BUSINESS No. (if applicable): $\qquad$ GST No. (if applicable): $\qquad$
Additional Information
Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., Just Energy Ontario L.P., or any of its affiliates?
$\square$ Yes, my contractor number was $\qquad$ .

Are you currently employed or do you currently contract for any other companies? $\square$ Yes $\square$ No.
If you are currently employed or contract for any other companies, what is the name of the company or companies?

Can we contact any of the above companies? $\square$ Yes $\square$ No.
FOR SALES OFFICE USE ONLY
CONTRACTOR NUMBER:

- Ray la thenert. have examined the identification of and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.


FOR HEAD OFFICE USE ONLY
Background check: $\square$ Completed by: $\qquad$
(print name)

## INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "Agreement") between Just Energy Corp. ("JEC") and you, an independent contractor (the "Contractor").

WHEREAS, JEC has been retained by Just Energy Ontario L.P. ("JEOLP") to assist JEOLP in obtaining natural gas, electricity and green energy contracts ("Contracts") from consumers located in Ontario.
JEC has developed a door to door solicitation program designed to obtain Contracts for the benefit of JEOLP. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to JEC, to assist JEC in obtaining Contracts for the benefit of JEOLP.

FOR VALUE RECEIVED, the parties agree as follows:

1. Marketing Activity: The Contractor agrees to market Contracts for the benefit of JEOLP as an independent contractor of JEC. The Contractor understands and agrees that the terms and conditions of the Contracts may not be amended by the Contractor, and the Contractor shall have no authority to enter into any agreements of any kind on behalf of JEC, JEOLP, or any of their affiliates (collectively, "JUST ENERGY"), except as specifically provided in this Agreement. In no event shall the Contractor represent that he or she is an employee of, or connected with, JEC or JEOLP in any way, other than as provided herein. The Contractor shall not operate under or otherwise use the trademarks or tradenames or logos of JUST ENERGY, except as expressly permitted in writing by JEC. The Contractor is responsible for ensuring that only the most recent form of Contract is used for marketing activity, and JEC may designate times when new Contract forms may be obtained from JEC and Contracts are to be returned to JEC. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law and Code of Behaviour: The Contractor shall comply with all applicable present and future federal, state and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of JUST ENERGY unless said representation is either contained in the written material published by JUST ENERGY from time to time for use by the Contractor or is absolutely true and not in any way misleading to the potential or actual customer. The Contractor understands that JEOLP has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of JEC in the solicitation of Contracts for JEOLP. At all times when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, the JUST ENERGY manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. If the Contractor breaches any of the foregoing obligations, JEC may terminate this Agreement immediately, the Contractor shall return all JUST ENERGY material, and the Contractor may be pursued at law for all damages caused by its conduct. The Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law or contrary to JUST ENERGY's code of conduct to JUST ENERGY immediately upon request. The Contractor acknowledges having received a copy of, and having read the Ontario Energy Board "Codes of Conduct" for natural gas marketers and electricity retailers (the "Codes"). The Contractor agrees to abide by the terms and conditions of Codes and to abide by the terms and conditions or any codes of behaviour prepared and delivered to the Contractor by JEC, and to follow all instructions or directions provided by JEC from time to time.
3. Confidentiality: Except for disclosure to JUST ENERGY, the Contractor agrees to keep confidential (both during the term of this Agreement and afterwards) all information provided by potential and actual customers of JEOLP and all information provided to the Contractor by JUST ENERGY. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify JUST ENERGY in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to JUST ENERGY keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calis to JUST ENERGY's customer service department are recorded and consents to the recording of the contractor's calls.
4. Compensation: A Medium Volume Customer Contract or a Large Volume Customer Contract shall be deemed "Effective" when it is (i) is properly completed and signed by the customer, (ii) approved and affirmed by JEC or JEOLP; and (iii) approved by the applicable local utility. A Small Volume Customer Contract shall be deemed "Effective" when it is properly completed and signed by the customer, and the customer has been provided a welcome call code and a registered pre paid card. For each Effective Contract that is not cancelled by the customer, the Contractor will be compensated according to the commission schedule in place at the time of submission of the Contract, which schedule may be amended from time to time by JEC in its sole discretion. JEC will notify the Contractor of any change in such schedule by posting the amended schedule at the JUST ENERGY office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. The amended schedule is effective for all Contracts submitted after the schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any current commission schedule upon request. The Contractor understands and agrees that JEC may advance potential commission prior to approval of Contracts by JEOLP and the applicable local utility or prior to becoming aware of any ineffectiveness or cancellation of the Contract.

JEC will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of setoff and recovery are in addition to the right of JEC to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor agrees and acknowledges that all payments made and due by Just Energy hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the residual payment (i.e., if the Contractor does not cash his/her cheque), and if Just Energy is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment.
5. Independent Status: The Contractor is, and will always be considered, an independent contractor under this Agreement. The Contractor understands and agrees that the Contractor shall be responsible for and neither JEC nor JEOLP will reimburse the Contractor for any transportation, accommodation, food or any other expenses incurred by the Contractor in the performance of the Contractor's services hereunder. The Contractor has control, independent of JUST ENERGY, over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are to be solicited, so long as such manner is in accordance with Applicable Law, the Codes and JEC's reasonable policies regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). JUST ENERGY does not employ Contractors and there is no employer/employee relationship between JUST ENERGY and the Contractor.

The Contractor is not, and shall make no claim that the Contractor is, an employee of JEC. The Contractor shall be responsible (as applicable) for the payment of, and JEC shall not deduct, withhold or pay, income tax, employment insurance premiums, government pension plan premiums, employer health tax premiums or any other similar amounts with respect to the Contract. The Contractor is also responsible for the payment of workers compensation premiums or contributions and is not entitled to workers compensation. The Contractor is solely responsible for making all of these payments, if required.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR OTHER EMPLOYMENT BENEFITS. CONTRACTORS WHO MUST COLLECT G.S.T., MUST HAVE THEIR OWN G.S.T. NUMBER.
6. The Contractor shall not: (i) do anything that might harm the reputation or goodwill of JEC; (ii) disparage JEC or its products, employees, consumers or customers; or (iii) present false or misleading information about JEC to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.
7. Not Exclusive: The Contractor and JEC agree that the Contractor's services are not, and are not intended to be, exclusive to JEC. Notwithstanding the foregoing, the Contractor agrees not to provide services to other business entities that compete directly with the business carried on by JUST ENERGY during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor
agrees not to solicit any employee, contractor or customer of JUST ENERGY for a period of two (2) years after the termination of this Agreement.
8. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, without any damages being owed to the other party except as set out herein, whether before or after one vear. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate this Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive", if the Contractor does not submit any Contracts for three consecutive weeks.

On termination the Contractor must immediately return to JEC all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments, (ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been given out. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been given out, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law, the Codes, or any JUST ENERGY information manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of JEC's investigation into such breach, the damages for such breach, and rectification of breach, and JUST ENERGY shall have the right to sue for damages caused, directly or indirectly, by said breach.
9. Forgery, Fraud and Misrepresentation: The Contractor understands that falsification of information (including a customer signature), and obtaining information through misrepresentation, deceit or falsehood may constitute forgery and/or fraud. Forgery and fraud are criminal offences. The penalties for forgery and fraud include imprisonment. The Contractor agrees not to commit forgery or fraud while representing JUST ENERGY and understands and agrees that committing forgery, fraud or any other criminal offence while representing JUST ENERGY are actions that will result in termination of this Agreement. In addition, any wrongful behaviour by the Contractor, whether or not criminally punishable, will result in immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Bulletin: Independent Contractor Conduct" and that they have reviewed and understand the contents regarding any act that falsifies or includes erroneous information on contracts or during fixed price/price protection reservation code ("FPRC/PPRC") calls.
10. Integrity of Sales: JUST ENERGY is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of JUST ENERGY, the Contractor may be subject to any remedies prescribed or permitted by law. JUST ENERGY has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations (up to $\$ 50$ per investigation). JEC may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
11. Subcontracting. The Contractor shall not, without the express written consent of JEC, subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by JEC and/or its affiliates; (ii) has consented to a background check by JEC, its affiliates and/or backgroundchecks.com and been approved by JEC and/or its affiliates; (iii) agrees to display a photo identification tag provided by JEOLP at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the JUST ENERGY information manual and code of conduct. If the Contractor breaches this obligation, JEC may terminate this Agreement immediately, Contractor shall 'return all JUST ENERGY material, and Contractor may be pursued at law for all damages caused by its conduct.
12. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor
may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges JEC, JEOLP and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold JEC, JEOLP and its affiliates and its respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' activities hereunder.
13. Criminal Background Check. The Contractor understands and agrees that JEC conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor agrees to immediately notify JEC if the Contractor is convicted of any crime following the date hereof.
14. OEA Standardized Training Module. The Contractor agrees to complete the Ontario Energy Association ("OEA") standardized training module on an annual basis, or as otherwise may be required by JEC. The Contractor agrees not to disclose the contents of any test administered by the OEA to any other person, whether or not such person would be taking the test, and is responsible for payment of any fees in taking the test or training module. It is the Contractor's responsibility to ensure the training module is completed on an annual basis.
15. OEA Registry. The Contractor understands that JEC is required by the OEA to register all Contractors in a centralized registry administered by the OEA, and agrees to provide JEC with the necessary information to effect such registration. Failure by the Contractor to comply with the foregoing may result in immediate termination of this Agreement and any benefits attached thereto.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of Ontario, and the parties expressly agree that such court shall have personal jurisdiction over the parties. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof. This Agreement can be amended at any time by JUST ENERGY by providing notice to the Contractor by means of posting said amended Agreement at the JUST ENERGY office at which the Contractor retrieves the Contractor's commission and by making copies of such amended Agreement available to the Contractor upon request. No amendment to this Agreement by the Contractor shall be binding on JEC unless agreed to in writing by JEC.

## BE SURE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.






## JUST ENERGY CORP. Independent Contractor File Information



EMAIL:

## INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "Agreement") between Just Energy Corp. ("JEC") and you, an independent contractor (the "Contractor").


#### Abstract

WHEREAS, JEC has been retained by Just Energy Ontario L.P. ("JEOLP") to assist JEOLP in obtaining natural gas, electricity and green energy contracts ("Contracts") from consumers located in Ontario. JEC has developed a door to door solicitation program designed to obtain Contracts for the benefit of JEOLP. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to JEC, to assist JEC in obtaining Contracts for the benefit of JEOLP.


FOR VALUE RECEIVED, the parties agree as follows:

1. Marketing Activity: The Contractor agrees to market Contracts for the benefit of JEOLP as an independent contractor of JEC. The Contractor understands and agrees that the terms and conditions of the Contracts may not be amended by the Contractor, and the Contractor shall have no authority to enter into any agreements of any kind on behalf of JEC, JEOLP, or any of their affiliates (collectively, "JUST ENERGY"), except as specifically provided in this Agreement. In no event shall the Contractor represent that he or she is an employee of, or connected with, JEC or JEOLP in any way, other than as provided herein. The Contractor shall not operate under or otherwise use the trademarks or tradenames or logos of JUST ENERGY, except as expressly permitted in writing by JEC. The Contractor is responsible for ensuring that only the most recent form of Contract is used for marketing activity, and JEC may designate times when new Contract forms may be obtained from JEC and Contracts are to be returned to JEC. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law and Code of Behaviour: The Contractor shall comply with all applicable present and future federal, state and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of JUST ENERGY unless said representation is either contained in the written material published by JUST ENERGY from time to time for use by the Contractor or is absolutely true and not in any way misleading to the potential or actual customer. The Contractor understands that JEOLP has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of JEC in the solicitation of Contracts for JEOLP. At all times when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, the JUST ENERGY manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. If the Contractor breaches any of the foregoing obligations, JEC may terminate this Agreement immediately, the Contractor shall return all JUST ENERGY material, and the Contractor may be pursued at law for all damages caused by its conduct. The Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law or contrary to JUST ENERGY's code of conduct to JUST ENERGY immediately upon request. The Contractor acknowledges having received a copy of, and having read the Ontario Energy Board "Codes of Conduct" for natural gas marketers and electricity retailers (the "Codes"). The Contractor agrees to abide by the terms and conditions of Codes and to abide by the terms and conditions or any codes of behaviour prepared and delivered to the Contractor by JEC, and to follow all instructions or directions provided by JEC from time to time.
3. Confidentiality: Except for disclosure to JUST ENERGY, the Contractor agrees to keep confidential (both during the term of this Agreement and afterwards) all information provided by potential and actual customers of JEOLP and all information provided to the Contractor by JUST ENERGY. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify JUST ENERGY in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to JUST ENERGY keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to JUST ENERGY's customer service department are recorded and consents to the recording of the contractor's calls.
4. Compensation: A Medium Volume Customer Contract or a Large Volume Customer Contract shall be deemed "Effective" when it is (i) is properly completed and signed by the customer, (ii) approved and affirmed by JEC or JEOLP; and (iii) approved by the applicable local utility. A Small Volume Customer Contract shall be deemed "Effective" when it is properly completed and signed by the customer, and the customer has been provided a welcome call code and a registered pre paid card. For each Effective Contract that is not cancelled by the customer, the Contractor will be compensated according to the commission schedule in place at the time of submission of the Contract, which schedule may be amended from time to time by JEC in its sole discretion. JEC will notify the Contractor of any change in such schedule by posting the amended schedule at the JUST ENERGY office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. The amended schedule is effective for all Contracts submitted after the schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any current commission schedule upon request. The Contractor understands and agrees that JEC may advance potential commission prior to approval of Contracts by JEOLP and the applicable local utility or prior to becoming aware of any ineffectiveness or cancellation of the Contract.

JEC will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of setoff and recovery are in addition to the right of JEC to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor agrees and acknowledges that all payments made and due by Just Energy hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the residual payment (i.e., if the Contractor does not cash his/her cheque), and if Just Energy is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment.
5. Independent Status: The Contractor is, and will always be considered, an independent contractor under this Agreement. The Contractor understands and agrees that the Contractor shall be responsible for and neither JEC nor JEOLP will reimburse the Contractor for any transportation, accommodation, food or any other expenses incurred by the Contractor in the performance of the Contractor's services hereunder. The Contractor has control, independent of JUST ENERGY, over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are to be solicited, so long as such manner is in accordance with Applicable Law, the Codes and JEC's reasonable policies regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). JUST ENERGY does not employ Contractors and there is no employer/employee relationship between JUST ENERGY and the Contractor.

The Contractor is not, and shall make no claim that the Contractor is, an employee of JEC. The Contractor shall be responsible (as applicable) for the payment of, and JEC shall not deduct, withhold or pay, income tax, employment insurance premiums, government pension plan premiums, employer health tax premiums or any other similar amounts with respect to the Contract. The Contractor is also responsible for the payment of workers compensation premiums or contributions and is not entitled to workers compensation. The Contractor is solely responsible for making all of these payments, if required.

## THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR OTHER EMPLOYMENT BENEFITS. CONTRACTORS WHO MUST COLLECT G.S.T., MUST HAVE THEIR OWN G.S.T. NUMBER.

6. The Contractor shall not: (i) do anything that might harm the reputation or goodwill of JEC ; (ii) disparage JEC or its products, employees, consumers or customers; or (iii) present false or misleading information about JEC to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.
7. Not Exclusive: The Contractor and JEC agree that the Contractor's services are not, and are not intended to be, exclusive to JEC. Notwithstanding the foregoing, the Contractor agrees not to provide services to other business entities that compete directly with the business carried on by JUST ENERGY during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor
agrees not to solicit any employee, contractor or customer of JUST ENERGY for a period of two (2) years after the termination of this Agreement.
8. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, without any damages being owed to the other party except as set out herein, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate this Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive", if the Contractor does not submit any Contracts for three consecutive weeks.

On termination the Contractor must immediately return to JEC all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments, (ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been given out. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been given out, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law, the Codes, or any JUST ENERGY information manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of JEC's investigation into such breach, the damages for such breach, and rectification of breach, and JUST ENERGY shall have the right to sue for damages caused, directly or indirectly, by said breach.
9. Forgery, Fraud and Misrepresentation: The Contractor understands that falsification of information (including a customer signature), and obtaining information through misrepresentation, deceit or falsehood may constitute forgery and/or fraud. Forgery and fraud are criminal offences. The penalties for forgery and fraud include imprisonment. The Contractor agrees not to commit forgery or fraud while representing JUST ENERGY and understands and agrees that committing forgery, fraud or any other criminal offence while representing JUST ENERGY are actions that will result in termination of this Agreement. In addition, any wrongful behaviour by the Contractor, whether or not criminally punishable, will result in immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Bulletin: Independent Contractor Conduct" and that they have reviewed and understand the contents regarding any act that falsifies or includes erroneous information on contracts or during fixed price/price protection reservation code ("FPRC/PPRC") calls.
10. Integrity of Sales: JUST ENERGY is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of JUST ENERGY, the Contractor may be subject to any remedies prescribed or permitted by law. JUST ENERGY has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations (up to $\$ 50$ per investigation). JEC may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
11. Subcontracting. The Contractor shall not, without the express written consent of JEC, subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by JEC and/or its affiliates; (ii) has consented to a background check by JEC, its affiliates and/or backgroundchecks.com and been approved by JEC and/or its affiliates; (iii) agrees to display a photo identification tag provided by JEOLP at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the JUST ENERGY information manual and code of conduct. If the Contractor breaches this obligation, JEC may terminate this Agreement immediately, Contractor shall return all JUST ENERGY material, and Contractor may be pursued at law for all damages caused by its conduct.
12. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor
may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges JEC, JEOLP and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold JEC, JEOLP and its affiliates and its respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' activities hereunder.
13. Criminal Background Check. The Contractor understands and agrees that JEC conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor agrees to immediately notify JEC if the Contractor is convicted of any crime following the date hereof.
14. OEA Standardized Training Module. The Contractor agrees to complete the Ontario Energy Association ("OEA") standardized training module on an annual basis, or as otherwise may be required by JEC. The Contractor agrees not to disclose the contents of any test administered by the OEA to any other person, whether or not such person would be taking the test, and is responsible for payment of any fees in taking the test or training module. It is the Contractor's responsibility to ensure the training module is completed on an annual basis.
15. OEA Registry. The Contractor understands that JEC is required by the OEA to register all Contractors in a centralized registry administered by the OEA, and agrees to provide JEC with the necessary information to effect such registration. Failure by the Contractor to comply with the foregoing may result in immediate termination of this Agreement and any benefits attached thereto.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of Ontario, and the parties expressly agree that such court shall have personal jurisdiction over the parties. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof. This Agreement can be amended at any time by JUST ENERGY by providing notice to the Contractor by means of posting said amended Agreement at the JUST ENERGY office at which the Contractor retrieves the Contractor's commission and by making copies of such amended Agreement available to the Contractor upon request. No amendment to this Agreement by the Contractor shall be binding on JEC unless agreed to in writing by JEC.

## BE SURE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.



ONTARIO ENERGY BOARD ("OB")
CONTRACTOR CERTIFICATION

TO: JUST ENERGY ONTARIO L.P. and JUST ENERGY CORP.

The undersigned Independent Contractor (known as an Independent Contractor, Crew Coordinator, Regional Distributor and/or National Distributor) acknowledges, confirms and certifies as follows:

1. I have received and read the OEB Code of Conduct for Gas Marketers and the Electricity Retailer Code of Conduct.
2. JUST ENERGY has provided training in, and I agree to abide by, the Code of Conduct for Gas Marketers and the Electricity Retailer Code of Conduct.


## ONTARIO ENERGY ASSOCIATION ("OEA") <br> PRIVACY NOTICE \& CONSENT

The Ontario Energy Association ("OEA") requires its retail energy members (i.e. Just Energy Ontario L.P.) involved in door-to-door consumer solicitations/sales to confirm that each of their respective sales agents has completed the OEA standardized training module on an annual basis. The OEA members must also register their sales agents in a specific registry established for this purpose (the "OEA Registry".)

OEA members will require you to confirm your identity for the purpose of the registration. You must present two pieces of identification, one of which must be a government-issued photo identification (e.g. a driver's licence.) Please note that identification numbers submitted (ex. driver's licence numbers) will not be inputted or otherwise stored in the OEA Registry.

OEA members will input your name, date of completion of the training, and information that may used to identify you (e.g. office location, or contract number.) Your date of birth will also be used for the purpose of registering and accurately identifying sales agents with the same last name. To protect your privacy, your date of birth will not be retained, but will instead be electronically converted into a substitute code.

The OEA has implemented reasonable administrative, physical, and technical safeguards in an effort to protect your information from loss, theft, or unauthorized access, use, and disclosure. Your information is passwordprotected, and only accessible by the OEA member that has engaged you as a sales agent and any authorized OEA Registry personnel involved in the administration.

If you would like to review your record in the registry, or have any questions, please contact your Regional Distributor.

By signing below, 1 consent to the manner in which my personal information will be collected, used, disclosed and otherwise managed in the manner set-out above.



| Just Energy Corp. Internal Use Only: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca. |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Hiring Manager: $V$ Zeina Gray | Email Results to: zgray@justenergy.com | Phone Number: $905-670-4440 \times 71266$ | Faxed by:V | Position Applied For: $\overline{\text { Independent Contractor }}$ |
| Location: $\overline{\text { L }} \square$ Montreal $\square$ Manitoba $\square$ Alberta $\square \mathrm{BC}$ |  |  | Services Requested: $\mathbf{V}$ख Name Based Canadian Criminal Record Verification |  |
| Type of Photo ID: $\left(1^{\text {st }}\right) \mathbf{\nabla}$ |  |  | Type of Photo ID: $\left({ }^{\text {no }}\right)$ V | Identification Number: $\left(2^{\text {nd }}\right) \mathbf{V}$ |
| I ASHLIE ROCKS$\qquad$ DANIEL RARBIERI and 1 am satisfied that the candidate and person depicted in the photo identification are one and the same. |  |  |  |  |
| Hiring Mangers Signature:Winessing the candidate s signature \& confirming io check |  |  |  | Date: (yyy $/ \mathrm{mm} / \mathrm{dd}$ ) $12.1031$ |



## INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

## Commissions

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

| Commodity | Initial $^{(1)}$ | Reconciliation $^{(4)}$ | E-CLIPSE Residuals $^{(5)}$ |
| :---: | :---: | :---: | :---: |

Residential (SVC) (less than $10,000 \mathrm{kWh}$ or $8,000 \mathrm{~m}^{3}$, as applicable for electricity and gas)

| Just Clean Essential | $\$ 30$ | $\$ 10$ | $\$ 5$ |
| :---: | :---: | :---: | :---: |
| Just Clean Complete | $\$ 50$ | $\$ 15$ | $\$ 5$ |
| Electricity(MyTime) | $\$ 35$ | $\$ 27$ | $\$ 5$ |
| Gas (Prer kWh) <br> (per Effective Contract) | $\$ 35$ | $\$ 27$ | $\$ 5$ |

${ }^{(1)}$ The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract (as defined in the Independent Contractor Agreement) submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).
${ }^{(2)}$ A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Affiliate and local utility, and (ii) becomes effective in accordance with Applicable Law. A contract that has been terminated shall be deemed not to be an Effective Contract.
${ }^{(3)}$ JEMC will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of JEMC to seek damages from the Contractor for any claimed wrongful act or omission.
${ }^{(4)}$ Reconciliation commission payment is earned after the flow of gas and electricity have commenced for at least 60 days with respect to a submitted Effective Contract and is advanced or paid in the amount indicated in the chart above on a Reconciliation commission date that is at least 60 days after the flow of gas and electricity has commenced with respect to the Effective Contract submitted, provided that gas continues to flow pursuant to said Effective Contract on the Reconciliation commission date (Reconciliation commission dates occur once per month). Deductions in respect of amounts paid or prepaid prior to the Reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts will be made on the Reconciliation commission date (which can result in negative payments and amounts owing by the Contractor to Just Energy). Just Clean reconciliation would take place 90 days from flow date.
${ }^{(5)}$ Provided the Contractor is an Active Contractor (defined below), E-CLIPSE Residual commission payment is made for each Effective Contract that is still flowing one year after commencement of flow of energy (the "Anniversary Date") under the Effective Contract and is paid by the end of the month following the month of the Anniversary Date. E-CLIPSE Residual Commission payment may occur annually for the life of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the E-CLIPSE Residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the E-CLIPSE Residual payment date; and (iii) has not provided services to any competitor of Just Energy or its Affiliates during the eligibility period. Contractors that become inactive prior to the payment of any Residual payments will not be entitled to any Residual payment not yet paid.
${ }^{(6)}$ Payment is advanced or paid in the amount indicated above per $\mathrm{m}^{3}$ of total annual gas consumption in $\mathrm{m}^{3}$ (based on historical usage as supplied by the utility) for each Effective Contract.
${ }^{(7)}$ Payment is advanced or paid in the amount indicated above per Just Greengas unit sold multiplied by the total annual gas consumption in $\mathrm{m}^{3}$ (based on historical usage as supplied by the utility) for each Effective Contract.
${ }^{(8)}$ Notwithstanding the foregoing, Just Energy and its Affiliates reserve the right to, at any time (including, without limitation, following the Reconciliation commission payment date) make deductions and/or offset against future commissions any amounts that have been paid or prepaid by Just Energy or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.
${ }^{(9)}$ Where there has been discounted pricing, or reduced Term, under an Effective Contract, Just Energy or its Affiliate may, at its sole discretion, discount the commission payable.

## Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following Bonus amounts (subject to the notes below):

## Residential Bonus

| Number of Approved Contracts per Week ${ }^{(1)}$ | Bonus Pavable $^{\text {(2) }}$ |
| :---: | :---: |
| $10-14$ | $\$ 150$ |
| $15-19$ | $\$ 300$ |
| $20-29$ | $\$ 500$ |
| $30-39$ | $\$ 750$ |
| 40 or more | $\$ 1,000$ |

${ }^{(1)}$ A "week" begins on a Monday and ends on the following Sunday. "Approved" contracts are defined as a contract that has a welcome call code and an approved status from the utility. An Independent Contractors start date is determined by the date in which the Independent Contractor Agreement has been submitted.
${ }^{(2)}$ The Residential Bonus amount payable corresponds to the total number of approved contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 55 approved contracts in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $\$ 1,000$ ). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of Bonus amounts paid for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the Reconciliation commission date will be made on the next Reconciliation commission date (which can result in negative payments and amounts owing by the Contractor to Just Energy).Bonuses are offered at the discretion of Just Energy or its Affiliate and calculations may be revised from time to time. Just Energy and its Affiliates reserve the right to, at any time (including, without limitation, following the Reconciliation commission payment date), make deductions and/or offset against future commissions any Bonus amounts that have been paid or advanced by Just Energy or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp, V100112
Independent Contractor File Information

## Contractor Information (PLEASE PRINT CLEANLV)



BUSINESS NAME (if applicable): $\qquad$
(The above information will not be applied unless accompanied by business registration documents.)


TELEPHONE NUIMEEER $\qquad$ 994.4390 CELL NUMBER: ( $\qquad$ 1 994.4390 —__ EMALL ADORESS: jennifer berg](A) grail. (Em. DATE OF SIRTH (MM/OD/Veai) $02-10-81$ REFERRED BY (INDEPENDENT CONTRACTOR NUMBER): $\qquad$
Additional Information
Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?
(1) Yes, my contractor number was $\qquad$ .

No.

## FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER: $\qquad$
I,


Print Name of JEC Representative have examined the identification of Semnifer Bora Print Name of Contracts and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed aH of the information submitted by the contractor and certify that it is complete and accurate.

$\qquad$ JAN .OT. 2014

Date



The Juriscliction is:
$\square$ Alberta
$\square$ British Columbia
$\square$ Manitoba
$\square$ QuebecSaskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENTBEFORE SIGNING.

## Jennifer <br> [ontractor Nanc (frinteal)

Nirole lace
Witness Name (Printed)

Just Energy Corp.

Just Energy Corp.
Authorized Signature


Contractajらignatuit

## Fth. Jan 2014.

Dute


Date

## WHEEDENOENT COMTRASTOR AGREEADLNT

This is an agreement (the "Agreement") between Just Energy Corp, (also referred to as "Just Energy or JEC" , and you, an inclependent contractor (the "Contractor").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("Contracts") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or aequire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received ancl earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.
3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (both during and after the term of this Agreement) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information
related to compensation and customer allegations and commants. The Contracter understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and simitar organizations upon their request.
4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable sust Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. In its sole discretion, Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedute has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., of an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.
5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

Contracter for transpertation, accommodation, foct or any other experises incurreal. The Contiautor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, solong as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory reguirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

## THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exciusive, Non-competition and Non-soilcitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the temination of this Agreement.
7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one vear. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit anv Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet talten place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.
8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.
9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor detiberately misteads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.
11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor may sustain arising out of, or in connection with, of in any way associated with, the Contracior soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective
officers, directors, agents, servants and employees from any and all clains for any loss sutiained by thie Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold jwst Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.
12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during yous tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.
13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.
14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.
15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or undierstanding (whether orat or written) between the parties pertaining to the subject matter hereof.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

## INDEPENDENT CONTRACTOR COMAMSSION SSHEOULE FOR EFFECTUE CONTRAETS

## Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

| Residential |  |  |  |
| :---: | :---: | :---: | :---: |
| Commadity | Up-Front ${ }^{1 /}$ | Peconciliation ${ }^{(2)}$ | Residuals ${ }^{(5)}$ |
| Naturol Gos - Residential Predict-a-Gill (per Effective Contract) | \$35 | \$35 | \$5 |
| Electriaity-Residemial MyTime/MyEnergy (per 10,000 (Wh) | \$35 | \$35 | \$5 |
| Justciean Complete | \$50 | \$15 | \$5 |
| JustGreen Residential - Natural Gas and Electricity ${ }^{(4)}$ | 100\% - \$15 per RCE | 100\% - \$15 per RCE | - |
| Commercial |  |  |  |
| commodity | Up-Front ${ }^{11}$ | Reconciliation ${ }^{(2)}$ | Residuals ${ }^{(5)}$ |
| $\begin{aligned} & \text { NaturalGas - Cammercial } \\ & \text { (per } 3,000 \mathrm{m3} \text { ) } \end{aligned}$ | \$90 | \$5 | \$5 |
| Electificity - Commericial (per 10,000 kWh$)^{(3) /(6)}$ | \$40 | \$ 4 | \$5 |
| Justireen Naturd Gas (per RCE) ${ }^{(4)}$ | 100\% - \$20 per RCE | 100\% - \$10 per RCE | - |
| JustGreen Electricity (per RCE) ${ }^{(4)}$ | 100\% - \$35 per RCE | 100\% - \$15 per RCE | - |

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per weelc). The amount pavable at the Up-Front commission date is capped at and shall not exceed $\$ 2,500$, with any commission owing over $\$ 2,500$, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.
(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the
amount indicated in the chart aboye on a reconciliation commission date that is at least co days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the cdate that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission clate for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. Only Contractors who have submitted Effective Contracts within the 45 dav period prior to the reconciliation pavment date are entitled to receive positive reconciliation payments. Notwithstanding the foregoing, any portion of an UpFront payment which has been deferfed as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.
(3) Payment is advanced or paid in the amount indicated above per $3,000 \mathrm{m3}$ or $10,000 \mathrm{kWh}$ of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.
(4) Payment of the amount indicated in the chart above is based on the percentage of JustGreen sold to a customer to a maximum of $100 \%$ per customer. justGreen commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.
(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least. 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual pavment date: and (iii) has not provided services to anv competitor of Just Energy Corp, or its affiliates during the eligibility period. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.
(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

## Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

| Number of Customerequivalents per week ${ }^{[1]}$ RESIDENTIAL | Bonus Payable ${ }^{\text {12] }}$ |
| :---: | :---: |
| 5-14 | \$250 |
| 15-19 | \$400 |
| 20-29 | \$600 |
| 30-39 | \$750 |


| 40 and greater | \$1,000 |
| :---: | :---: |
| Numberoficommeruial Pointsperweek ${ }^{(1)}$ | Bonuspayable |
|  |  |
| 75-149 | \$200 |
| 150-299 | \$500 |
| 300-599 | \$1,000 |
| 600-799 | \$2,500 |
| 800 and greater | \$5,000 |

"Commercial Bonus Points are awarded per week as follows:
(a) Commercial Natural Gas: 6 Bonus Points per RCE.
(b) Commercial Electricity: 2 Bonus Points per RCE.
(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means $3,000 \mathrm{m3}$ or $10,000 \mathrm{kWh}$ of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (l.e. three year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 vears will result in a $20 \%$ distount; i.e. 3 year term will result in $60 \%$ of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).
(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $\$ 600$ or if a Contractor accurnulates 350 Commercial points in a week, the total bonus payable for that week will be $\$ 1,000$ ). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date fwhich can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

## Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properily documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.




Just Energy Corp.
Independent Contractor File Information

## Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME: $\qquad$ $\frac{\text { Middle }}{\text { BoRG }} \frac{\text { Surname (Last) }}{\text { Sill }}$

NAME (S) COMMONLY USED (if applicable): $\qquad$

SIN (required): $\square$ —_-_

BUSINESS NAME (if applicable): $\qquad$
(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: $\qquad$ Rue champlain 201
No.

## Street

Apt \#
$\frac{\text { CATinetal No. }}{\text { City }} \frac{\text { QuEBEC }}{\text { Province }} \frac{\text { JBX3RQ }}{\text { Postal Code }}$

TELEPHONE NUMBER: $\qquad$ $1205-3319$ CELL NUMBER: $\qquad$ $700-4390$ EMAIL ADDRESS:
 DATE OF BIRTH (MM/DD/Year): $02 / 10 / 81$ REFERRED BY (INDEPENDENT CONTRACTOR NUMBER): $\qquad$

## Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

$$
\boxed{v} \text { yes, my contractor number was } 302710 . \quad \square \text { No. }
$$

## FOR SALES OFFICE USE ONLY

 CONTRACTOR NUMBER:

Print Name of JEC Representative have examined the identification of Print Name of Contractor and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.


Signature of feC Representative



| Internal Use: 2 pieces of legible JD are required; one must be gov't-issued and include the applicant's name, date of birth, slignature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca. |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Hiring Manager: $\nabla$ Rosalba Gullo | Email Results to: $\mathbf{V}$ salessupport@justenergy.co | Faxed By: V |  | Telephone No.: 7 905-670-4440 |  | Position Applied For: $V$ Independent Contractor |  |
| Location: $\overline{ } \quad \square_{\text {Montreal }} \square_{\text {Manitoba }} \square_{\text {Alberta }} \square_{\text {BC }}$Ontario |  |  | 图 Name Based Canadian Criminal Record Verificatio |  |  |  |  |
| Type of Photo ID: (1")V identification Number: $\left(1^{41}\right)^{\top}$ <br> Health Card $3490-663-865-7 D$ |  |  | Type of Photo ID: $\left(2^{\text {nig }}\right) 7$ Drwers Licence |  | $\begin{aligned} & \text { Identification Number. }\left(2^{\mathrm{m}}\right) \mathrm{T} \\ & \mathrm{~B} 6590-39508-1.5210 \end{aligned}$ |  |  |
| 1 $\qquad$ have examined the idenlification of $\qquad$ Jenniffer Barg and I am satisfied that the candidate and person depicted in the photo identification are one and the same. |  |  |  |  |  |  |  |
| Just Energy Employee Signature: <br> Witnossing the candidate's signature \& confiming io check $\mathbf{X}$ |  |  |  |  |  |  |  |

## INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "Agreement") between Just Energy Corp. (also referred to as "Just Energy or JEC") Jand you, an independent contractor (the "Contractor").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("Contracts") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow, all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.
3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (both during and after the term of this Agreement) all information provided by potential and actual customers of Just Energy, and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper
commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.
4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.
5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail
establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

## THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.
7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.
8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.
9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.
11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.
12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.
13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.
14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.
15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:
प Ontario
$\square$ Alberta
$\square$ Manitoba
$\square$ Quebec

## BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

JENNIFER BORG Contractor Name (Printed)

Bring Rozmen Witness Name (Ported)

Just Energy Corp.

## Just Energy Corp.

Authorized Signature


Contractor Signature


Date

## INDEPENDENT CONTRACTOR COMMESSION SCHEDULE FOR EFFECTIVE CONTRACTS

## Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

| Residential \& Commercial |  |  |  |
| :---: | :---: | :---: | :---: |
| Commodity | Initial ${ }^{(1)}$ | Reconciliation ${ }^{(2)}$ | Residuals ${ }^{(5)}$ |
| Natural Gas (per 3,000 m3) ${ }^{(3)(6)}$ | \$90 | \$10 | \$5 |
| Electricity (per 10,000 ${ }^{\text {Whh }}{ }^{(3) 15]}$ | \$40 | \$4 | \$5 |
| JustGreen Natural Gas-Residential (per RCE) ${ }^{(4)}$ | 100\% - \$20 per RCE | 100\% - \$10 per RCE | - |
| JustGreen Electrictly-Residential (per RCE) ${ }^{(4)}$ | 100\% - \$35 per RCE | 100\% - \$15 per RCE | - |
| JustGreen Natural Gas-Commercial $(\text { per RCE })^{(4)}$ | 100\% - \$20 per RCE | 100\% - \$10 per RCE | - |
| JustGreen Electricity-Commercial (per RCE) ${ }^{(4)}$ | 100\% - \$20 per RCE | 100\% - \$ 10 per RCE | - |

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Initial commission date is capped at and shall not exceed $\$ 2,500$, with any commission owing over \$2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.
(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on
the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments, Notwithstanding the foregoing, any portion of an UpFront payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.
(3) Payment is advanced or paid in the amount indicated above per $3,000 \mathrm{~m} 3$ or $10,000 \mathrm{kWh}$ of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.
(4) Payment of the amount indicated in the chart above is based on the percentage of JustGreen sold to a customer to a maximum of $100 \%$ per customer. JustGreen commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.
(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 dav period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.
(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

## Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

| Number of Customer Equivalents perweek $^{(2)}$ | Bonus Payable $^{(2)}$ |
| :---: | :---: |
| RESIDENTIAL/COMMERCIAL |  |
| $5-9$ | $\$ 100$ |
| $10-14$ | $\$ 250$ |
| $15-19$ | $\$ 400$ |
| $20-29$ | $\$ 750$ |
| 30 and greater | $\$ 1,000$ |

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means $3,000 \mathrm{~m} 3$ or $10,000 \mathrm{kWh}$ of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three
year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a $20 \%$ discount; i.e. 3 year term will result in $60 \%$ of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).
(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor has approved in a week (i.e. if a Contractor has 21 customer equivalents approved in a week, the total bonus payable for that week will be $\$ 750$. Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

## Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.


## App $1 D^{\#}$ S281504

Just Energy Corp.
Independent Contractor File Information

## Contractor/ Information (PLEASE PRINT CLEARLY)



NAME(S) COMMONLY USED (if applicable): $\qquad$

SIN (required): $\square$

BUSINESS NAME (if applicable): $\qquad$
(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS:
 Augusta Street
No. Street $\frac{\text { Cambridge }}{\text { No. }}$ City $\quad \begin{gathered}\text { Street } \\ \text { Ontario Apt\# } \\ \text { Province }\end{gathered} \frac{\text { N1R1G2 }}{\text { Postal Code }}$ TELEPHONE NUMBER: $(519,2221820$ CELL NUMBER: $($ $\qquad$ 1 $\qquad$ EMAIL ADDRESS: lavigne 349 (9) hotmail. aw OATE OF BIRTH (MM/DD/Year): April/7/1984 REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):

## Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?
Yes, my contractor number was $\qquad$ .
$4 N$
No.

## FOR SALES OFFIGE USE ONLY

CONTRACTOR NUMBER:

I,

have examined the identification of
Print Nam\& of JEC Representative

Print Name of Contractor and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the informanionsubnitted by the contractor and certify that it is complete and accurate.

## BackCheck ${ }^{\text {" }}$



Internal Use: 2 pieces of legible 10 are required; one must be govi-issued and include the applicant's name, date of bith, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

|  | salessupport@justenergy.co |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Location: $\bar{\prime}$Ontario $\square_{\text {Montreal }} \square_{\text {Manitoba }} \square_{\text {Alberta }} \square_{\text {BC }}$ Type of Photo ID: $\left(1^{5}\right)$ V Identification Number: (1 |  |  | Services Requested: $\bar{\nabla}$ <br> $\boxed{x}$ Name Based Canadian Criminal Record Verification |  |  |
|  |  |  | Type of Photo ID: $\left(2^{n d}\right)^{\mathrm{V}}$ SIN CARD. |  | ation Numbe |
| 1 Glaria teirrera$\qquad$ have examined the identification of and I am satisfied that the candidate and person depicted in the pholpridentification are one and the same. Roland Lavign$\qquad$ |  |  |  |  |  |
|  |  |  | 1Date: $($ yyyy $/ \mathrm{mm} / \mathrm{dd}) \mathbf{V}$ <br> 201510317 |  |  |

## INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "Agreement") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "Contractor").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("Contracts") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

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2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.
3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (both during and after the term of this Agreement) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper
commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.
4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.
5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail
establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

## THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.
7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.
8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.
9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.
11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.
12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.
13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.
14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.
15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.


Just Energy Corp.

Just Energy Corp.
Authorized Signature
Date

## INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

## JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

| Just Energy Conservation Program (JECP) |  |  |
| :---: | :---: | :---: |
| JECP | Initial $^{(1)}$ | Residuals $^{(3)}$ |
| Thermostat Installation |  |  |
|  <br> Electricity $-J E C P$ <br> (per 10,000 kWh$)$ | $\$ 50$ | NA |
| Gas $-J E C P$ |  |  |
| (Per Effective Contract) |  |  |

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.
(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.
(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

## Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

| Number of Approved Installs per Week $^{(1)}$ | Bonus Pavable $^{(2)}$ |
| :---: | :---: |
| $3-4$ | $\$ 200$ |
| $5-9$ | $\$ 300$ |
| $10-14$ | $\$ 500$ |
| $15-24$ | $\$ 750$ |
| 25 or more | $\$ 1000$ |

(1) A "week" begins on a Monday and ends on the following Sunday.
(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $\mathbf{\$ 7 5 0}$ ). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp. V100112
Independent Contractor File Information

(The above information will not be applied unless accompanied by business registration documents.)


TELEPHONE NUTVEER

## $647,518.0199$

 CELL NUMBER: ( $\qquad$$\qquad$ EMAM ADORESS Bahraml Q Live a DATE OF BIRTH (MM/OD/Veal) 02/2b/1995

## REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):

$\qquad$
Additional Information
Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?
7 Yes, my contractor number was $\qquad$ 340278 .


FOR SALES OFFICE USE ONLY
CONTRACTOR NUMBER: $\qquad$


Print Name of JEC Representative
have examined the identification of and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.



Internal Use: 2 pleces of legible ID are required; one must be gov't-issued and inctude the applicant's name, date of birth, siqnature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders ©backcheck ca.


The Jurisdiction is:

$\square$ Alberta
$\square$ British ColumbiaManitobaQuebecSaskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.


Bahrame
Contractor Mans (rimed)

Shave tue
Witness Name (Printed)
Just Energy Corp.

Just Energy Corp.
Authorized Signature
$\qquad$
Date

## IMDEDENDEAT CONTRACTOR AGRESMENT

This is an agreement (the "Agreement") between Just Energy Corp, (also referred to as "Just Energy or JEC")and you, an independent contractor (the "Contractor").
Just Energy Corp. has developed a door to door solicitation program designed to acguire energy contracts from consumers ("Contratts") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: Vou agree to market Contracts for the benefit of Just Energy Corp, as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp, or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shail not operate under or otherwise use the trademaris or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that thev may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.
3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (both during and after the term of this Agreement) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accoidance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, inclucting, without limitation, information
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5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

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The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

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7. Term and Termination: This Agreement is for an initial term of one year, with automatic one vear renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one vear. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve io confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.
8. Forgery, fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the sollicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.
9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or atrual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks,com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.
11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contracior soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective
officers, directors, agents, servents and employees from any and all claims for any coss sutatained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indernnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmess from any claims, lawsuits, allegations, or liebility, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.
12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.
13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without timiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.
14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.
15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedtes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereaf, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

## SNDEPENDENT COMTRACTOR COMMISSION SCHEDULE FOR EFFECTVE CONTRAETS

## Commissions.(Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

| Residential |  |  |  |
| :---: | :---: | :---: | :---: |
| Commadity | Up-Front ${ }^{2 /}$ | Reconciliation ${ }^{(2)}$ | Residuals ${ }^{(5)}$ |
| NaturalGas-Residential Predict-a-bill (per Effective Contract) | \$35 | \$35 | \$5 |
| Bilectricity - Residential Nylime/MyEnergy (per $10,000 \mathrm{kWh}$ ) | \$35 | \$35 | \$5 |
| JustClean Complete | \$50 | \$15 | \$5 |
| JustGreen Residential - Natural Gas and Electriaty ${ }^{(4)}$ | 100\% - \$15 per RCE | 100\% - \$15 per RCE | - |
| Commercial |  |  |  |
| Commodity | Up.Front ${ }^{\text {3 }}$ | Reconciliation ${ }^{(2)}$ | $\underline{\text { Residuals }}{ }^{(5)}$ |
| NaturallGas-Cammercial $(\text { per } 3000 \mathrm{m3})^{13()(6)}$ | \$90 | \$5 | \$5 |
| $\begin{aligned} & \text { Electricity -Commercial } \\ & (\text { per } 10,000 \mathrm{kWh}) \end{aligned}$ | \$40 | \$ | \$5 |
| Just Green Natural Gas (per RCE) ${ }^{(4)}$ | 100\% - \$20 per RCE | 100\% - \$10 per RCE | - |
| JustGreen Electricity $(\text { per RCE })^{(4)}$ | 100\% - \$ 35 per RCE | 100\% - \$15 per RCE | - |

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Up-Front commission date is capped at and shall not exceed $\$ 2,500$, with any commission owing over $\$ 2,500$, pavable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properiy completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek darnages from the Contractor for any claimed wrongful act or omission.
(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the
amount indicated in the chart ahoye on a feconciliation cemmission chate that is at least 50 days after flawif natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission clate for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, witl be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affitiates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. Only Contractors who have submitted Effective Contracts within the 45 dav period prior to the reconciliation payment date are entitled to receive positive reconciliation pavments. Notwithstanding the foregoing, any portion of an UpFront payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.
(3) Payment is advanced or paid in the amount indicated above per $3,000 \mathrm{~m} 3$ or $10,000 \mathrm{kWh}$ of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.
(4) Payment of the amount indicated in the chart above is based on the percentage of justGreen sold to a customer to a maximum of $100 \%$ per customer. JustGreen commissions will be reduced at the reconcitiation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.
(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date: (ii) has submitted Effective Contracts within the 30 dav period prior to the residual payment date; and (iii) has not provided services to anv competitor of Just Energy Corp, or its affiliates during the eligibility period. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.
(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

## Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

| Number of Customer Equivalents per week <br> R <br> RESIDENTIAL | Bonus Pavable $^{(2)}$ |
| :---: | :---: |
| $5-14$ | $\$ 250$ |
| $15-19$ | $\$ 400$ |
| $20-29$ | $\$ 600$ |
| $30-39$ | $\$ 750$ |


| 40 and grazer | \$1,000 |
| :---: | :---: |
| Number of Commerditi Pointspenwiek ${ }^{(1)}$ | Bondis Paypible |
| COMTMERCIAL |  |
| 75-149 | \$200 |
| 150-299 | \$500 |
| 300-599 | \$1,000 |
| 600-799 | \$2,500 |
| 800 and greater | \$5,000 |

"Commercial Bonus Points are awarded per week as follows:
(a) Commercial Natural Gas: 6 Bonus Points per RCE.
(b) Commarcial Electricity. 2 Bonus Points per RCE.
(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means $3,000 \mathrm{m3}$ or $10,000 \mathrm{kWh}$ of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a $20 \%$ discount; i.e. 3 year term will result in $60 \%$ of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).
(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $\$ 600$ or if a Contractor accumulates 350 Commercial points in a week, the total bonus payable for that week will be $\$ 1,000$ ). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prinr to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

## Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.




Just Energy Corp. V100112
Independent Contractor File Information



Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.


## NDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "Agreement") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "Contractor").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("Contracts") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.
2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("Applicable Law"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.
3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (both during and after the term of this Agreement) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information
related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.
4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.
5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.
6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.
7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.
8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.
9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.
10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.
11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "Loss") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective
officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.
12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.
13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.
14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.
15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.
16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:
$\checkmark$ OntarioAlbertaBritish ColumbiaManitobaQuebecSaskatchewan

## BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.



Just Energy Corp.

Just Energy Corp.
Authorized Signature
Date

## INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

## Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

| Residential |  |  |  |
| :---: | :---: | :---: | :---: |
| Commodity | Up-Front ${ }^{19}$ | Reconciliation ${ }^{(2)}$ | Residuals ${ }^{(5)}$ |
| Natural Gas-Residential Predict-a-bill (per Effective Contract) | \$35 | \$35 | \$5 |
| Electricity - Residential MyTime/MyEnergy (per 10,000 kWh) | \$35 | \$35 | \$5 |
| JustClean Complete | \$50 | \$15 | \$5 |
| JustGreen Residential - Natural Gas and Electricity ${ }^{(4)}$ | 100\% - \$15 per RCE | 100\% - \$15 per RCE | - |
| Commercial |  |  |  |
| Commodity | Up-Front ${ }^{11}$ | Reconciliation ${ }^{(2)}$ | Residuals ${ }^{(5)}$ |
| Natural Gas - Commercial $(\text { per } 3,000 \mathrm{~m} 3)^{(3)}(6)$ | \$90 | \$5 | \$5 |
| Electricity - Commercial $(\text { per 10,000 kWh })^{31 / 6)}$ | \$40 | \$4 | \$5 |
| JustGreen Natural Gas $\left(\right.$ per RCE) ${ }^{(4)}$ | 100\% - \$20 per RCE | 100\% - \$10 per RCE | - |
| JustGreen Electricity $\left(\right.$ per RCE) ${ }^{(4)}$ | 100\% - \$ 35 per RCE | 100\% - \$15 per RCE | - |

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Up-Front commission date is capped at and shall not exceed $\$ 2,500$, with any commission owing over $\$ 2,500$, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.
(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the
amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments. Notwithstanding the foregoing, any portion of an UpFront payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.
(3) Payment is advanced or paid in the amount indicated above per $3,000 \mathrm{~m} 3$ or $10,000 \mathrm{kWh}$ of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.
(4) Payment of the amount indicated in the chart above is based on the percentage of JustGreen sold to a customer to a maximum of $100 \%$ per customer. JustGreen commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.
(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 dav period prior to the residual pavment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.
(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

## Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):
$\left.\begin{array}{|c|c|}\hline \text { Number of Customer Equivalents per week } \\ \hline \text { (1) } & \text { Bonus Pavable } \\ \hline \text { RESIDENTIAL }\end{array}\right\}$

| 40 and greater | $\$ 1,000$ |
| :---: | :---: |
| Number of Commercial Points per week ${ }^{(1)}$ Conus Pavable $^{(2)}$ <br> $75-149$ $\$ 200$ <br> $150-299$ $\$ 500$ <br> $300-599$ $\$ 1,000$ <br> $600-799$ $\$ 2,500$ <br> 800 and greater $\$ 5,000$  |  |

*Commercial Bonus Points are awarded per week as follows:
(a) Commercial Natural Gas: 6 Bonus Points per RCE.
(b) Commercial Electricity: 2 Bonus Points per RCE.
(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means $3,000 \mathrm{m3}$ or $10,000 \mathrm{kWh}$ of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a $20 \%$ discount; i.e. 3 year term will result in $60 \%$ of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).
(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $\$ 600$ or if a Contractor accumulates 350 Commercial points in a week, the total bonus payable for that week will be $\$ 1,000$ ). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

## Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

## AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 16 day of oct , 2013,

## BETWEEN:

JUST ENERGY CORP, a corporation incorporated pursuant to the laws of the province of Ontario ("JE")


## RECITALS:

A. Pursuant to an Independent Contractor Agreement dated $\mathrm{OCt.16/2013}$ between
JE and Contractor (the "ICA").
B. The parties hereto desire to amend the ICA to add paragraph for bonuses to be paid to the Contractor on a pre-paid Visa debit card.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the ICA.
2. Paragraph 4 "Compensation" is hereby amending by adding the following:

The Contractor agrees and acknowledges that they will also be paid bonuses and these bonuses will be paid to them on a pre-paid Visa debit card ("Visa Card") and is subject to the cardholder fees outlined in the JE Agent VISA Card Agreement. If this Agreement is terminated or expires for any reason, the Visa Card will be cancelled within 30 days from the date of termination/expiry, and the Contractor will need to spend or withdraw their funds from the Visa Card prior to the 30th day. Should the Contractor owe Just Energy any money on the date of termination/expiry (e.g., for an unreturned uniform), Contractor acknowledges that Just Energy may withdraw the money owing to it from the Visa Card or set-off said amount from any bonuses owing to
the Contractor. The Contractor is not permitted to independently deposit money onto the Visa Card.
3. All other terms of the ICA remain unchanged and in force and effect.
4. This Amending Agreement shall be governed by the laws of the province of Ontario and the federal laws applicable therein.
5. A party's transmission by facsimile or other electronic format of a copy of this Amending Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Amending Agreement to the party receiving the transmission. This Amending Agreement may be executed in counterparts, each of which shall constitute an original and with the same effect as if the parties had signed the same copy of it and all of which taken together shall constitute one and the same instrument.
6. The Parties have executed this Amending Agreement.

## JUST ENERGY CORP



## [CONTRACTOR]



This is Exhibit " H "
referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


Hey Mithra,
Thanks for the feedback.

Please see attached for some previous communication from Rosie about the timelines.

To the point, based on your time lines below; you should be more than good.

I would recommend ensuring the badge requests are submitted prior to 3PM to ensure receipt for the following day (as indicated in the attachment).

Let us know if you need anything else.

Thanks,
Ravi
(x71245)
(416.817.9508)

From: IC Regional Fairview (Mithra)
Sent: Wednesday, November 12, 2014 12:48 PM
To: Ravi Maharaj
Subject: Fairview Recruiting Schedule
Hi Brian,

I want to give you a heads up with respect to our current recruiting Schedule at Fairview.
We conduct Orientation Classes on Tuesday and Thursday of each week.
We submit our tests and badge requests by the end of business day on Tuesday and Thursday.
We invite the newly hired IC's back for Role Playing Class the follow day (Wednesday and Friday) at 11:00am.
Our General Sales Meeting is from 11:30am - 12 noon.
We then have the new IC's meet with their Crew Coordinators and head to field.
We need to have new IC badges printed by 12:00 noon on Wednesday and Friday in order to complete our process.
My question at this point is, assuming we have completed the paperwork properly, can we receive our badges for new IC's by 12:00 noon on Wednesday and Friday?
If this is not possible, can you give me a timeframe so we can adjust accordingly.

Thanks

This is Exhibit " l " referred to in the Affidavit of

Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


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

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

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

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

1.1. The New Prospective Independent Contractors (IC) will:
a) Arrive at the Regional Office.
b) Sign In.
c) Attend Regional Office Orientation Room.
d) Complete Independent Contractor Agreement (ICA).
1.2. The Regional Distributor (or designate) will:
a) Collect all Independent Contractor Agreements (ICA) and:
b) Confirm they have been completed.

NOTE: Independent Contractor Agreements (ICA) are kept on site and uploaded to the Extranet once all new applicants' complete the Ontario Energy Board (OEB) Module Orientation Process.
1.3 The Regional Distributor (or designate) provides New Prospective Independent Contractors (IC) with:
a) All Just Energy approved Orientation Material.
1.4 The Regional Distributor (or designate) and New Prospective Independent Contractors (IC) will complete the following two (2) Just Energy Orientation Modules:

1) Your Opportunity at Just Energy (The Company).
2) Energy Explained (The Product)
1.5 The Regional Distributor will introduce the Regional Office Proctor.
1.6 The Office Proctor MUST:
a. Explain their role as someone who will oversee the Industry Portion of the OEB Modules and corresponding OEB Test.
b. Play each OEB Module in order.
1. Players in the Energy Sector
2. Electricity
3. Natural Gas
4. Your Role as a Salesperson or Verification Representative
5. Executing an Agreement
6. Verification
7. Renewals and Amendments
8. Consumer Cancellation Rights
c. Hand out each OEB Module Test after every Module has been played and viewed by the new applicants.
d. Ensure ALL training material; especially the Participant Guide is removed PRIOR to applicants completing the testing process.
e. Ensure that the applicant properly completes the OEB Test; ensuring that the Applicant's Name is reflected on every page.

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

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

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

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

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

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

NOTE: The Office Proctor can also use the copies of identification, provided prior for the ICA, as proof of identification.
c) Ensure that the OEB Testing process is fully complete and done fairly.
d) Be present for the entire process of the OEB Modules and Test. This includes the writing of the actual OEB Test by the new applicants; as well as the viewing of the OEB Modules.

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

NOTE: An applicant MUST score higher than $\mathbf{8 0 \%}$ overall (across all modules) in order to proceed further on in the orientation process.

NOTE: All new applicants are permitted to write the OEB Module Test twice (2). If an applicant does not pass the first time, they will have to return to the Regional Office earlier on Day Two; and complete the OEB Module Test process for a second time, prior to continuing on with the orientation.
1.8 The Regional Distributor (or designate) and New Prospective Independent Contractors (IC) will complete the following one (1) Just Energy Orientation Modules:

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

NOTE: Both PASSED and FAILED OEB Tests are uploaded.
2.0 End of Day One Orientation.

Day 2 - OEB Module (8) and OEB Test (if Failed on Day One) JE Module (3) (if Passed OEB Test on Day One)
2.1 All New Prospective Independent Contractors who FAILED the OEB Test shall:
a) Arrive early to go through the process a second and final time. The same process outlined during Day One, with respect to the OEB Module Process is to be adhered to for Day Two (Step 1.6).
b) If the New Prospective Independent Contractor (IC) FAILS the second time, they will not be permitted to market on behalf of Just Energy, as per OEB Regulations.
c) If the New Prospective Independent Contractor (IC) has PASSED the OEB Test on their second attempt, their ICA is to be immediately entered into the Extranet so that the Badging and Background Check process can begin (refer to Regional Office Manual). These New Prospective Independent Contractors (IC) may also continue on in the orientation process (Step 2.2).
2.2 All New Prospective Independent Contractors who PASSED the OEB Module Process shall:
a) Arrive later in the day for Day Two of Just Energy's Orientation.
b) Convene in the Regional Office Training/Meeting room.
2.3 The Regional Distributor (or Designate) will complete the remaining two (2) Just Energy Modules:
4) The Customer Experience
5) The Customer Interaction
2.4 New Prospective Independent Contractors who have completed the Orientation process may complete the following two (2) advanced training activities:
a) Role Playing and Presentation Review (time permitting)
b) Field Shadowing with experienced Independent Contractors (time permitting)
2.5 Depart for Day Two and recap meeting times for Day Three.

## Day 3 - Role Playing / Field Shadowing

3.1 New Prospective Independent Contractors will attend the Regional Office and:
a) Complete Role Playing exercises.
b) Complete Field Shadowing with experienced ICs.

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

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

Thank you,

Sales Department

This is Exhibit " J "
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


## Just 25 <br> energy

## Your <br> opportunity

at Just Energy.
"I saw Just Energy as a vehicle to make dreams come true."

## - Dan Camirand, National Distributor



## Agenda - Module One

- Who is the Just Energy family of companies?
- The Opportunity
- Your Role
- Testimonials


## Your opportunity at Just Energy

## The Just Energy Family of Companies

Just Energy family of companies are providers of energy solutions to residential and commercial customers through fixed and variable electricity and natural gas products, green energy products, and more.

## Your opportunity at Just Energy

just $\frac{\text { dergy }}{}$

## Just Energy

A full-service retail electricity, natural gas and green energy provider for North America.

## Amigo Energy

A full-service retail electricity, provider to residential and commercial customers in Texas and New York.

## Green Star Energy

Green Star Energy provides residential consumers in the United Kingdom, with a fresh alternative for their gas and electricity supply needs

## Tara Energy

## Hudson <br> Energy

A commerce energy

## Tara Energy

A leading affinity-based marketer with numerous trade associations.

## Hudson Energy

Energy solutions for medium to large commercial customers across North America.

## Commerce Energy

A retail electricity and natural gas provider to residential customers in Georgia, California, Maryland, New Jersey and Pennsylvania.

## Just Energy Foundation

The Just Energy Foundation is committed to enhancing the livelihood of the communities in which we live, work and play.

## Who is Just Energy family of companies?

Just Energy family of companies:

- Is the leading North America natural gas, electricity and green energy retailer established in 1997
- Is a publicly traded company (NYSE:JE and TSX:JE)
- Was established in 1997
- Is currently serving 2 million customers across North America and United Kingdom



## Who is Just Energy family of companies?

Just Energy family of companies:

- Operates in over 13 states and 6 provinces
- Has over 1,200 full time employees and 1,100 Independent Contractors across North America
- Has head offices in Ontario and Texas
- Has over 50 regional sales offices
 across Canada and the U.S. and still growing


## Why Just Energy family of companies?

Just Energy family of companies' energy programs provide a real and convenient solution for consumers to reduce the environmental impact associated with their everyday energy use and provide value through programs that help with managing their energy costs.


Your opportunity at Just Energy

## Our Markets

The map below represents the markets we serve.


## Our Vision and Pillars

Our vision, to be the gold standard in retail energy delivering stability, value and innovation in every customer, shareholder, employee and community relationship.


Your opportunity at Just Energy

## The Pillars

## VALUE

Striving to deliver the highest satisfaction and greatest benefit to every customer, shareholder, employee and community partner.


Your opportunity at Just Energy

## STABILITY

Ensuring we consistently deliver dependable, predictable products and service, reliable investor return, and a strong commitment to the community.

## INNOVATION

Challenging ourselves daily to explore forward-thinking solutions and progressive options to deliver gold standard products and services.


## Our Commitments

At Just Energy family of companies, we are committed to our team, customers, communities and the environment.


## To our team we provide:

- Safe, healthy and productive environment
- Extensive orientation, learning and mentoring programs
- Recognition of hard work, determination and success



## To our customers we:

- Serve our customers truthfully and fairly
- Provide innovative products
- Respect the customer's privacy and protect all of their confidential information


Your opportunity at Just Energy

## To our communities we:

- Operate responsibly
- Actively participate in local events, sponsorships and charities



## To the environment we:

- Always do business in an environmentally friendly way
- Promote personal responsibility to make the environment a better place
- Offer innovative and sustainable energy solutions



## Your opportunity at Just Energy

## Our Lifestyle

Energy is something we all use everyday to cook, clean, heat, cool and light our homes. It is a commodity we can't live without, which is why it's a great industry to work in.


## Our Opportunity

Not only will this opportunity provide you with the knowledge you need to succeed in this recession proof industry, it will also help you establish yourself as a sales professional while providing ample opportunity for advancement and earnings.

## Your opportunity at Just Energy

## As a member of our team, you will benefit from:

## Education and Mentorship

We don't go looking for successful sales people, we create them. You will have the opportunity to be mentored by a seasoned sales professional who will help you build sales experience and gain valuable skills.


## As a member of our team, you will benefit from:

Flexible Lifestyle and Earnings
With our 100\% commission model, you have the flexibility to control your income and lifestyle. You could make $\$ 50,000, \$ 100,000$ or even $\$ 200,000$ if you're dedicated and willing to work
 for it.

## Your opportunity at Just Energy

## As a member of our team, you will benefit from:

## Awards and Recognition

Each year, The Just Energy family of companies sends hundreds of its best and brightest sales professionals on trips to some luxurious places in the world, and there's no reason why you can't join them! We also offer scholarships, weekly bonuses and awards.


## As a member of our team, you will benefit from:

## Professional Advancement Opportunities

We have helped hundreds of people, just like you, achieve success. They worked with mentors, developed their skills and became Crew Coordinators, Regional Distributors and even National Distributors.


Your opportunity at Just Energy

## As a member of our team, you will benefit from:

## Ability to make a Difference

Energy is the perfect product to offer, everyone needs it; everyone understands it; and everyone would like more control over their choices.
In the role, you will provide customers with cost effective natural gas and electricity supply solutions and present renewable energy alternatives that help in create a cleaner more sustainable environment.

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## Your opportunity at Just Energy

## Growth

Just Energy family of companies prides itself on providing opportunities to those who are willing to learn the skills required to succeed in this business. We have a proud track record of talented individuals who have walked through our doors and changed their lives for the better. The opportunities to advance yourself are endless in the world of sales!

## Your opportunity at Just Energy

## Your Career Path:

- Independent Contractor
- Assistant Crew Coordinator
- Crew Coordinator
- Assistant Regional Distributor
- Regional Distributor
- Senior Regional Distributor
- National Distributor
- Senior National Distributor


## Your Role

## Customer Care

Just Energy family of companies believes in reaching out to our customers at a grass-roots level. Consumers use energy to power their homes, so it only makes sense to visit them at home to discuss their energy options. When visiting homes, our approach is both convenient and informative.

## Your opportunity at Just Energy

## Our aim is to:

## Educate consumers about:

- Their right to choose their energy supplier
- Our innovative commodity and environmentally friendly energy products
- Ways to reduce their pollution without changing their lifestyle through
 renewable energy options


## Your opportunity at Just Energy

## Our goal is to:

## Motivate consumers to:

- Think about energy supply alternatives
- Choose Just Energy family of companies as their preferred energy supplier
- Join the green community to help make a difference


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## Your opportunity at Just Energy

## Our plan is to:

Demonstrate our support and investment in their community through:

- Investments in sustainable energy projects
- Donations to local charities
- Our commitment to helping individuals lead a cleaner greener lifestyle



# THANK YOU 



# Agenda - Module Two 

- Energy Markets
- What is Energy?
- The Price of Energy
- Pollution \& Green Energy


# Here's an important question... 

What is the difference between a Regulated and Deregulated Market?

## Energy Markets:

Regulated Markets:

- All energy providing processes(natural gas and electricity) are set by a regulatory body or the government
- Consumers can only get energy from their local utility
- Retailers like the Just Energy family of companies, cannot sell energy in these markets


## Regulated = No choice

|  |  |  |  | 1\% |
| :---: | :---: | :---: | :---: | :---: |
|  | \% | 4215 | $\ldots 13$ | 0.4 |
|  | ${ }^{65}$ | 2103 | +0.16 | 209\% |
| \% | 1318 | 24.7 | +14t | 512\% |
|  | 28174 | 2837 | -1.26 |  |
| 183 | \% Mn | 81166 | +12.5 | 3.30\% |
| 18! |  | 95.51 | +0.7 | 0.78\% |
|  |  | 2522 | +0.42 | 1.69\% |
|  | ${ }^{2745}$ | 2482 | +0, | 122\% |
|  | \% |  |  |  |



## Deregulated Markets:

- Energy suppliers, can enter the markets and offer their energy supply products to consumers
- Consumers are free to choose who they buy their energy from
- Energy prices are not regulated


# Bottom line, deregulated customers have choice and Just Energy family of companies provides options for that choice! 



Why is Deregulation important?
Deregulation gives the consumers the right to choose the following:

- Competitive rates
- Innovative products
- No service interruptions


Energy explained

## What is Energy?

There are two major commodities that power and fuel our daily activities: electricitv and natural gas


## Electricity:

- Electricity is used to turn on the lights, play your favorite video games, watch TV or even dry your hair
- Electricity is generated by burning fossil fuels (coal, natural gas, etc.), nuclear power and also renewable sources (wind, hydro, etc.)
- It is commonly measured by kilowatt hour (kWh)
- Electricity generators offer their electricity output to retailers. The retailers then re-price the electricity and take it to market


## Energy explained

How electricity gets to your home


Where does Just Energy family of companies fit in?


## Energy explained

## Natural Gas:

- Natural Gas is used to heat homes and buildings, cook food, dry clothes, warm water and produce electricity
- The gas itself goes through a filtration process, which involves the removal of water, acid, mercury and nitrogen before it can be used as an energy source
- It is commonly measured in gigajoules (GJ) or cubic meters $\left(\mathrm{m}^{3}\right)$ in Canada and in the United States its measured in Therms, 100 cubic feet (CCF) and 1000 cubic feet (MCF)
- Natural Gas is delivered to consumers via pipelines.


## Energy explained

How natural gas gets to your home


Where does Just Energy group of families fit in?


## The Price of Energy？

## Energy prices change all of the time as a result of supply and demand．

There are many factors that impact energy supply／demand including the weather and economy．


Weather


Economy


Supply

## What is price volatility?

Price volatility describes how quickly or widely prices can change. There are factors beyond the control of consumers which make prices volatile.
As a result, Just Energy family of companies offers products geared towards helping our customers better manage their energy supply costs.


## Why can't we guarantee savings?

Just Energy family of companies cannot predict customer energy usage and the market price of energy. As such, Just Energy family of companies' programs provide customers true value.


## Energy explained

## Pollution \& Green Energy

Most energy is generated through the burning of fossil fuels such as coal, natural gas and oil, which releases greenhouse gases into the atmosphere. These gases can have a negative impact on our environment and personal health.


## Energy explained

## Pollution \& Green Energy

We all contribute to environmental damage through our daily activities. The harmful impact we leave behind is referred to as "carbon footprint" - the amount of Carbon Dioxide $\left(\mathrm{CO}_{2}\right)$ that is emitted into the atmosphere.


## Energy explained

## Pollution \& Green Energy

Just Energy family of companies offers green energy alternatives in many markets we serve. They're designed to help our customers reduce their environmental impact, support green energy projects and contribute to a cleaner and more sustainable environment.


Energy explained

The name of that program...

# JustGreen 

## What is JustGreen?

JustGreen ${ }^{\text {TM }}$ is Just Energy family of companies' green energy initiative that helps consumers work towards a cleaner planet by pursuing renewable and sustainable energy solutions that support green projects across North America.



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## 

## What is JustGreen Power?*

Just Energy family of companies purchases Renewable Energy Credits (RECs) on the customer's behalf for the equivalent of up to $100 \%$ of the power used in the customer's home.
These renewable resources include hydro, wind and solar.
*Not applicable for the State of Massachusetts - See Green Mission handout for details

## What is JustGreen Natural Gas?

Just Energy family of companies purchases and retires Carbon Offsets on the customer's behalf to ensure that the equivalent of up to $100 \%$ of the carbon emissions caused by your home are offset.

These Carbon Offsets are associated with various emission reduction projects. This is tied to the customer's home natural gas consumption.

## How JustGreen Electricity Works

Brown Energy<br>Energy from non-renewable sources such as coal, oil and other polluting sources.<br>Green Energy<br>Energy from renewable sources such as<br>wind, hydro and other low polluting sources.



## How JustGreen Natural Gas Works

Just Energy family of companies invests in local emission reduction projects that enable our JustGreen product to help make households carbon neutral!


## Energy explained

## Where is JustGreen offered?

The map below shows where our green alternatives are offered and the various types of projects we support in each market.


## Our Green Mission (See Handout)

Our goal is to help customers become aware of the amount of carbon pollution every one of us creates-and develop an action plan to reduce and neutralize our personal and household carbon footprints.
$\checkmark$ Through Just Energy family of companies, JustGreen has spent over \$70 Million on green projects.
$\checkmark$ Offset over 4.2 billion Ibs of carbon emissions. That's like taking 458,000 cars off the road for an entire year!
$\checkmark$ Purchased over $\mathbf{8}$ million MWh of renewable energy credits. That's enough electricity to power over 500,000 homes for a year!

## Local Projects

The JustGreen Lifestyle carbon offsets come from projects located in the United States and Canada and includes wind, solar, large and light hydro, ozonedepleting substances, ethanol, and N20 projects.


All Just Energy family of companies' projects and associated offsets and are listed on either the Climate Action Reserve (CAR), Voluntary Carbon Standard Registry (VCS), Canadian Standards Association's GHG Clean Projects Registry, or the Markit Environmental Registry and verified by independent third-party verifiers.


# THANK YOU 

## Just

 energyCommissions, Incentives
\& Rewards

# Agenda - Module Three 

- Commissions
- Incentives
- Just Energy Nation
- The Opportunity


## Commissions

As an Independent Contractor for Just Energy family of companies, you have unlimited earning potential. Our sales commission structure consists of three levels:

- Initial Commission
- Reconciliation commission
- Residual commission
(Review Commission Example \& Commission Schedule Handouts)



## Incentives

In addition to weekly commissions, Just Energy family of companies offers Contractors a variety of incentives when they market on our behalf:

- Extravagant prizes and cash bonuses
- Scholarship Programs (Handout)
- Referral Program (Handout)
- Luxurious Trips (Handout)
- Just Energy's Annual Awards Gala



Commissions, incentives \& rewards


Commissions, incentives \& rewards



## Just Energy Group's Annual Awards Gala

Just Energy family of companies believes in recognizing individuals for their hard work. As such, once a year we recognize the best of the best here at Just Energy family of companies by hosting an Awards Gala.


## Commissions, incentives \& rewards

Achievement Awards
Pins awarded by Just Energy family of companies to recognize individuals who have marketed with the company for $1,3,5,10$ and 15 years.

## Superstar Awards

We recognize our top salespersons for a specific area of sales within a incentive trip period.

## Megastar Awards

We recognize our top salespersons for their efforts throughout the year in a specific sales category.

Most Valuable Recruiter Award
Awarded to a Recruiter who has excelled in recruiting new Independent Contractors throughout the year.

Commissions, incentives \& rewards

Humanitarian Award
This award is to honor the Independent Contractor(s) who have demonstrated the highest ideals of courage, compassion, qualities of citizenship and humanitarian service while in pursuit of excellence in work and voluntary community service.

## Millionaires Club

Recognized Independent Contractors who have achieved specific milestones in their lifetime commission earnings, 1, 3, 5 and 10 million in commissions.

## Pearson MacDonald Award

This award is presented to the Independent Contractor who has demonstrated sales excellence, professionalism, integrity and leadership throughout the year.

Office of the Year Award
Presented to the Top Regional Office who excels throughout the year.


## Commissions, incentives \& rewards

## JUST ENERGY

NATION
is a gateway for our sales force to connect to a forum that is designed to serve their social, networking, education and motivational needs. This website is also a powerful resource for Regional Distributors to reward and recognize their sales professionals, and a place where you can redeem for thousands of exciting JE rewards.

## CONNECT, LEARN and EARN.

Commissions, incentives \& rewards

## CONNECT

with other reps anywhere in the JE world. You can gain insight into what inspires top performers in different markets, share sales tips and gain complete access to all the reports and materials to help drive your success.

## LEARN

from this dedicated online resource that will house the most comprehensive and up-to-date market specific information, skills-building materials and sales support tools to help you achieve your professional goals.

Commissions, incentives \& rewards

## EARN

Points for your achievements that can be redeemed for amazing rewards. You can get a feel for future trips and be recognized for your success in an online community of highly motivated sales-oriented peers.

## The Opportunity

This is a career, not a job. We're looking for people who have a drive to learn and succeed.

Just Energy family of companies shows how you to develop your personal and business skills and build your career. You will be part of a driven, growth oriented team with an industry leading company.


## Your Journey...

- Independent Contractor
- Assistant Crew Coordinator
- Crew Coordinator
- Assistant Regional Distributor
- Regional Distributor
- Senior Regional Distributor
- National Distributor
- Senior National Distributor



## Commissions, incentives \& rewards

## THANK YOU

## just energy

## The customer experience

"The key to success at a high level in this business is very simple:
You must take the unrealistic and make it realistic."


## Agenda - Module Four

- A Day in the Life of an Independent Contractor
- Attitude \& Professionalism
- Acceptable Marketing Practices
- Interacting with Disability Customers
- Corporate \& Consumer Rejation


## A Day in the Life of an Independent Contractor



Each day for Justin represents a fresh new start filled with opportunity to:

- Enhance his skills as an energy sales professional
- Make a positive and lasting impression on prospective Just Energy family of companies' customers
- Break sales records and earn the recognition and rewards he deserves


## Preparing for Success

As is the case of many other customer-facing professions, Justin's morning begins with:

- Personal grooming to reflect a neat, clean and professional appearance
- Dressing in Just Energy family of companies recommended business casual attire
- Having a positive attitude and outlook on the day ahead

energy


## Morning Motivator

Each morning the Regional Sales office in Justin's area hosts a meeting for:

- Inspiration and motivation
- Product, regulatory or market updates
- Awards, rewards and recognition
- Sales training techniques (ex. Roleplaying)
- Compliance
- Obtaining all the badges and paperwork he requires to market
- A copy of the 'Do Not Solicit' lists to ensure that he respects consumers who do not wish to be approached



## Hitting the Road

It's off to a neighborhood where Justin will educate prospective consumers about our (innovative) product options. Although hours are flexible, Justin will choose to spend many hours each day reaching out to consumers for one simple reason:


The more prospective customers he reaches = the more sales he makes = the more money and rewards he earns!

## Regrouping at the Office

After a successful day of marketing, Justin will head home to share his accomplishments with family and friends. He'll then return all signed Agreements and paperwork to the office the next day.


## Attitude \& Professionalism

To succeed as an Independent
Contractor, you need more than a good understanding of our products and the energy industry. How you present yourself to consumers is equally important. Your attitude and professionalism can significantly impact the outcome of the sale.


## Professionalism

Having a professional look and demeanor when you approach the door adds credibility to your pitch, which will increase a customer's willingness to accept your offer.


12

## Dress for Success

Feeling good about the way you look increases your confidence and enhances your positive attitude. While representing Just Energy family of companies you should:

1. Display your identification badge at all times! - A MUST
2. Present yourself in a neat, clean and professional manner
3. Take advantage of (Just Energy family of companies branded clothing), which is available for purchase
(See Handout)


## How to Dress for Success:

Each market might have different clothing options due to regulatory requirements.
(See Handout)


## What do you need prior to marketing?

Being prepared for your day is essential for your success, so ask yourself the following questions before you knock on the door:

- Are you dressed professionally?
- Do you have enough marketing materials?
- Are you marketing materials current?



## What do you need prior to marketing?

- Are you aware of any Regulatory changes in your area?
- Do you have proper permits and licenses?
- Do you have the most up to date "Do Not Solicit" list for the area you are marketing in?
- Are you familiar with the product you will be explaining to potential customers?


16

## Acceptable Marketing Practices Be the professional (See Handout)

When you look and act like a professional, customers will treat you like one. When at the door it is important to:

- Always identify yourself by name and as an Independent Contractor of Just Energy family of companies. This includes showing your badge.
- Explain the reason for your visit (to sell an energy product)


## Be the professional

- Conduct the sale in a language understood by the customer and DO NOT proceed with the sale if there is a language barrier
- Only speak to the Account Holder or other authorized person who can legally bind the agreement (Speak to your Regional)
- Ensure the customer is clear that Just
 Energy family of companies IS NOT affiliated with the utility, government or a consumer group


## Be the professional

- Be patient and a good listener
- Allow time for the customer to read through all the paperwork before signing
- Know when to walk away and leave graciously
- Do not exert any pressure on a customer



## Be the professional

- Do not speak negatively about the competition or the utility
- Know your business and answers to the most frequently asked questions
- Always leave a person's door with a positive attitude, regardless of what happens



## Acceptable Marketing Practices

## Explanation of the program

When speaking to a customer, it's important to:

- Disclose all terms listed on the Agreement
- Disclose that the customer will continue to receive bills only from the utility and will continue to be charged by the utility for their commodity distribution in addition to Just Energy family of companies' charges



## Explanation of the program

- Never make promises or guarantees of financial savings
- Make sure the customer understands they are signing up for a program and we ARE NOT providing them with discounts or conducting a survey



## Explanation of the program

- Disclose that past performance is no guarantee of future performance
- Allow the consumer sufficient time to read, without harassment, all the documents you provided and disclose the length of the term of the Agreement
- Clearly and concisely disclose any exit fees associated with the product you are selling (if applicable)



## Why can't Just Energy family of companies promise savings?

Just Energy family of companies cannot predict customer energy usage and the market price of energy. Rather, Just Energy family of companies' programs provide customers true value.


## It's important that customers understand that Just Energy family of companies is NOT affiliated with their utility.

Take your time with the consumer and ensure they are clear on what services Just Energy family of companies can provide and how our services differ from the utility. Be proud of the products Just Energy family of companies offers and how we provide consumers with real choices that may not be available to them from their utility.


## As a Just Energy family of companies Independent Contractor, it is critical that you:

- Follow the market specific code of conduct rules when approaching a customer
- Use only current and approved Just Energy family of companies sales and marketing materials
- Obtain and keep a record of all necessary permits for markets where permits are required


## As a Just Energy family of companies Independent Contractor, it is critical that you:

- Honor "Do No Solicit" signs and do not approach customers on the "Do Not Solicit" list issued by Just Energy family of companies
- Do not sell to customers who do not understand the program you are trying to sell
- Never make false promises or guarantees of financial savings
- Do not speak negatively about competitors or the utility

The customer experience

## Why is it important to speak to the right person?

Each state/province across North America has different standards and rules regarding who can enter into an agreement.
Unless identified otherwise, the only two individuals* that can enter into an agreement with Just Energy family of companies is the account holder who's name appears on the utility bill, or their spouse (depending on the market).
Sons, daughters, roommates, neighbors, etc. do not have the legal authority to enter into an agreement on behalf of the account holder.

* The exceptions to this are Georgia, Manitoba and Alberta; as only the account holder can sign.

Remember, just because the account holder's daughter loves the program does not mean that the account holder will. So always speak to the account holder or their spouse.


## Interacting with Customers with Disabilities (See Handout)

Who are People with Disabilities?
"Disability" means any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness (e.g. mobility issues, deaf, mute, etc.), a condition of mental impairment or a developmental disability, a learning disability, or a mental disorder, or an injury or any other physical disability.

## How to Interact and Communicate with Customers who have Disabilities?

Listed below are some general tips on providing service to customers with disabilities:

- Introduce yourself clearly
- Speak directly to the person with a disability, not to his or her support person or companion
- Keep your customer informed of what you are
 doing
- Take the time to get to know your customer's needs and focus on meeting those needs
- If you cannot understand what your customer is saying, politely ask them to repeat themselves
- Don't touch or speak to service animals
- Don't touch assistive devices, including wheelchairs, without permission
- Be patient. People with some kinds of disabilities may take longer to understand and respond

Remember...See the Person, NOT the Disability.

What is the Process when dealing with a Customer who do not appear to understand the product due to Disabilities?

If you are unable to sell to the customer, leave a brochure behind with the Independent Contractor identification number written on the back, instruct the customer to call Just Energy's Customer Service Department if interested in the program (and reference the IC number) and then thank the customer and leave premises.

Write your Full Name
And Independent Contractor ID \#





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- Thantines

John Smith 123456


## Who is the Corporate and Consumer Relations (CCR)?

The Corporate and Consumer Relations Department ensures that Just Energy family of companies' sales process meet market specific regulatory and legal standards.

One of the CCR department's primary functions is to receive, investigate and manage IC related consumer complaints. They provide objective resolutions to any accusations of wrong-doing to ensure we are able to maintain good working relationships with industry participants, regulators, the government and you!


To succeed as a Just Energy family of companies Independent Contractor, it is important to avoid consumer complaints. Here are a few tips that can help:

- Clearly articulate to the customer that you represent an alternative energy supplier and not the utility or a regulatory body
- Ensure that the customer is aware of your intent to register them for an energy program

- Only sell to customer who can clearly speak and understand your language
- Be careful not to pressure the customer into signing an agreement and know when to close the sale or walk away
- Do not sell to customers who are elderly or do not understand the language
- Make sure that the customer signing the agreement is the account holder or spouse of the account holder



## Code of Conduct \& Ethics Policy:

Just Energy family of companies expects employees, officers, directors, consultants and others associated with the Just Energy family of companies and it's affiliates to adhere to the expected level of conduct and ethics as described in the Policy.
(Review Handout)


## Compliance Matrix:

Just Energy family of companies has put together guidelines to comply with business and regulatory policies. Each Independent Contractor is required to review and sign the document.
(Review Handout)


# THANK <br>  


"JUICE!!! Join Us In Creating Energy."

- Brian Marsellus, National Distributor



# Agenda - Module Five 

- Customer Interaction
- The Sales Process
- Post Sale Process
- Personal \& Professional Development


## Customer Interaction

As our customers' first point of contact, you play a critical role in building lasting relationships. The Customer Lifecycle begins when you knock on their door and ends with our knowledgeable Customer Service team continuing to ensure they receive the service and support they deserve.


## Customer Interaction



## The Sales Process

The Sales Process starts as soon as you step onto the customer's property and ends when you leave with a signed Agreement and a completely satisfied customer.

## Step One Greeting and Introduction

Step Two
Explaining the Program

Step Three
Signing the Agreement

Step Four

Step Five

The Verification Call
The Wrap-Up

The customer interaction

## Ontario <br> Sales Script (See Handout)



## The customer interaction

## Ontario <br> Sales Script

## Qualifying Customer - MyEnergy - Predict a Bill

Motion your hand for the bill (without making
eye contact) while customer hands it over

- Take the bill fo involve customer in the process and keep the bili in plain view by placing if at the top of the binder.
- During the explanation, continue to stand a Rettie sideways and keep the Agreement in plain view.
$\square \quad$ Whie explaining program, try to maintain eye contact $70 \%$ of the time.
- Tum slightily, holding Agreement square to the customer. Broak eye contact, pen to paper and ask for last name.
- After you asked for the last name, commence writing and answering questions.
- Point to the customer's bill where the name and price will appear once on the program.

Circle the rate and term to emphasize those to the customer.
$\square$ Whise holding binder and facing customer explain the 'Predict-a-BiW' and MyEnergy program.

Enswe the person you speak with is the Account Holder or authonized to sign the agreement.
$\square$
After customer says yes, fil in the agreement This is the time fo build rapport.

## Contractor.

Thank you for obtaining your utitity biWs. I can see that you are not enroled in an agveement for your Electricity and Natwal Gas, so you do qualify for MyEnergy and Predict-a-BW'
Like most Canadians, you've alveady made the decision to secwe your costs on items such as your call phone and intemet use. Our programs combine the protection and stability of our Predict-a-BiN, with the cosf
effectiveness of our MyEnergy. For Predict-a-Bil, Just Energy enswes no more sumprises with your natural gas costs as our flat monthly fee covers you and your family for the year and ensures that you pay the same.
predictable, amount for your natural gas all year long.
Predict-a- Bill is similar to a utility's equal bling program in that you's know exactly what you are paying every month. The advantage to you is that there is no true-up at the end of the year.

Just Energy's, MyEnergy program, provides you with a simple soivtion to a complicated pricing structuve in Ontario. You currently pay a duferent rate at certam hours of the day which means that you probably avoid using ilems tike your air condilion, distwasher, washer and dryer to anovd higher elecricity prices. MyEnergy gives you controif You can now use your electricity when YOU want. You'W pay a single rate, as opposed to three which means that you do not have fo change your ifestyle. MyEnergy is a variable program which sfarts at $4.99 \downarrow / \mathrm{kWh}$. The added advantage is that well guarantee that the variable rate never exceeds $5.99 \mathrm{p} / \mathrm{kWh}$, giving you further piece of mind and control over your electricky usage and costs. In addition fo your MyEnergy' rate, a global adjustment pass-through,
which is currentily at x.xxd/kWh, will also be added.
Both of our programs provide an additional benefit to customers and that's the ability fo make a positive cantribution to the environment without having to change a single beheviour or ifting a finger.

Predict-a-Biw' offers a 100\% Carbon Off-set program for an additional \$10imonth to the base rate of
$\$ 39.99 /$ month. MyEnergy offers a simular program for an additional $2.14 / \mathrm{kWh}$ to the base of $4.99 \mathrm{~d} / \mathrm{kWh}$, plers global adjustment
Again, these programs give you the ability to trily budget your home energy costs and make a positive change to the environment.

The customer interaction

## Ontario <br> Sales Script



The customer interaction

## Ontario Sales Script

## Essential Agreement Information \& Signatures, Welcome Call

Hoid the binder and tumn it to face customer and
point to the Essential Agreement information on the agrement.

- Break eye contact when asking the customer to make a decision so as not to exert pressure.
(1) Hand over your pen. The customer takes the agreement and reads over the Essential Agreement information.

Customer takes the pen and you point to where the customer's signature is needed

## - Customer also signs off on the Price

 Comparison Form and Disclosure- Customer checkmarks the row for 100\% JustGreen and signs the 'Predict-a-Biw' and MyEnergy Program section.
$\square$
You are permitted to use your personal mobile phone for the welcome call or you may ask the customer to use their phone in they have a cordiess phone. It's a toll-free number.
$\square$ Enswe that the cusfomer has no fuwther questions before proceeding with the weicome call and that they fully understand the detalls of the programs.

Proceed with call ance these Iems ave covered and the customer has signed all documents.

Contractor: The full details of your agreement are set out in your Temms \& Conditions. As you'W note, they're written on the back of these pages, in plain language for aase of reference.
Ler's take a moment to review the key terms of your agveement, specifically the monthly rate, term, agreement, spechicany ine mantiony rate, tem, on the front pages, under "Essential Agreement Information".

To gef you started on the program, 1 simply need you to confirm your acceptance, print your name and sign here and here. In addition I am obligated by the OEB to provide you with the following forms to sign that shows you have reviewed and agree fo them.
This price comparison form is used to compare your current utiity offering in comparison to our agreement. Keep in mind that this is not an apples to apples comparison as the utiity natural gas prices will change every three months and every 6 months for electricity, whereas our commodity price is locked in for the next five years.
The OEB also requires that we provide, you review and agvee to the gas and electricity disclosure statement which ensures that you know your rights as a consumer in Ontario.
So as I mentioned before, since you enroiled on both of our programs, you are entitied to the $\$ 50$ incentive in the form of a giff card to choose from in our list of afferings. Some options are Home Depot. BestBuy and a Prepaid MasterCard.

The $\$ 50$ is given to you once you finalize your registration online. The next step is to venify you agreement with Just Energy's Cusfomer Service Team, as they'W verify some information with you. At the end of the call an eman wil be sent to you, give it about twenty minutes, where a ink wiw direct you to an envoliment and verification website. Follow the instructions on the website and youW be regisfered and youN receive your $\$ 50 \mathrm{gift}$ card. The other great part is that the online anroiment registravion wiv replace this agreement and will save you the trouble of one last verification cal that can take over twenty minufes due to OEB regulations. Sound good?
Contractor: Before we proceed with the welcome call, 1 just want to make sure that you have no further
questions, as Im not permitted to answer them during the welcome call TheyT also confimm that you received a business card from me and that you understand the detalls of the program.

## The customer interaction

## Ontario <br> Sales Script

Wrap up
$\square$ Cusfomer takes all the paperwork. Keep the whit copy of the agreement for you.

- Once the call is completed, shake hands with the cusfomer and leave the premise.

Contractor: So, of course l'm going to leave you a copy of your Agreement, as well as some follow up information.
Agam, as 1 mentioned to you, $\Gamma \mathrm{m}$ a representative of Just Energy. We are an independent energy retailer incensed by the Ontarlo Energy Board - Just Energy is not affiliated with your local utivity the Govermment or the Ontario Energy Board.

Remember, you'w no longer see spines in the winter on your rates with the Predict-a-Bill program. You simply pay one flet rate each month for your natural gas or supply that will take the worrying from opening your ufinity bil in the winter. Our MyEnergy program gives you control of your electricity use and allows you to use your appilances and fun your AC when YOU want fo.

Our brochures provide you with great information with regards to the decision that you made and, with ow JusiGreen opfions, you know you're making a difference in the environment every time you heard about global warming or ervivonmental issues in the news.
You'V continue to be serviced by your current utiity and receive the same level of cusfomer service you get night now. Since you provided an emall address on the weicome call, you will be receriving a link to our portal which will allow you to avoid receiving a phone call from us after 10 days to confirm the information you aiready gave me. Remember, in going online, you are enrolling for a new agreement but that will only make your Mfe easier as you'l also have the added benefit of receiving an incentive for doing so.

As mentioned earlier, affer ten days, if you haven? enrolled onine, we N simply give you a follow up cal to confirm your agreement. It is necessary for us to get a hold of you in order for you to start on the program and take advantage of our JustGreen options and commodity pricing and rates. Contractor: five given you a copy of our agreement, including the disclosure statement and pnce comperison documents and in the case of electricily the Ontario supply mix and Just Energy's green energy supply mix. Have a great day and thank you for your time. it was nice to meet you. Customer: Thank you very much. Contractor: Take care. All the best.

## Step One:

## Greeting and Introduction

First impression will determine the outcome of the sale, within the first 10 seconds of your encounter, so it's important to make those seconds count.


## As soon as you approach the door you should:

- Knock on the door politely and take two steps back so the customer has space and doesn't feel pressured
- Have a copy of the Agreement on your clipboard in plain view
- Make sure your badge and pin are clearly visible



## As soon as you approach the door you should:

- Keep busy by working off the clipboard and not looking straight at the customer
- When the customer answers, look confident, stand upright at attention, and have a casual but professional manner
- Greet the customer with a friendly wave, begin to speak, take a gentle step forward,
 point to your badge and raise your eyes from the clipboard to the customer


## Before you begin explaining the product to consumers it is important to:

- Introduce yourself, by name and as a representative of Just Energy family of companies, an energy supplier, this includes showing your badge and 'We're not the Utility' pin
- Disclose that Just Energy family of companies is not affiliated with the utility, any government or Consumer Group
- Ensure you are speaking in a language they understand and can communicate in
- Let them know the purpose of your visit - to educate them on their right to choose an independent energy supplier, and to introduce them to the energy products made available by Just Energy family of companies

Before you begin explaining the product to consumers it is important to:

- Depending on the market you are in, you will provide the customer with either a contact sheet, business card and/or a brochure that contains both your name and personal ID number
- Ensure that you are speaking with the energy account holder or the spouse who can legally bind the Agreement
- Verify that the customer can participate to be enrolled in one of our programs - to do this, you will need to see the customer's energy bill


## Securing the customer's energy bill

- Simply inform the customer that you would like to see a copy of their energy bill to verify that they can participate to register for our program
- When the customer returns with the bill, motion to obtain the bill without making eye contact. Keep the bill in plain view to keep the customer involved in the sales process


## Examine the bill to determine:

- If the customer's current supplier is the utility, if so move on to explaining and selling our product
- If they are currently with another retailer. You may pitch them on our program however you MUST make them aware that they may be subject to cancellation fees for ending their agreement early
- If they are currently a Just Energy family of companies customer, compliment them, thank them and answer any questions they may have and move on to the next customer. Do not sell to these customers


## Customer's Energy Bill (See Handout)





## Step Two: <br> Explaining the Program

During this part of the presentation, you are establishing trust by maintaining eye contact $70 \%$ of the time. While you are explaining the program it is important that you disclose the following:

- The price the customer will pay for their energy supply (if applicable)
- Any administration fees (if applicable)



## Explaining the Program

- All terms listed on the Acknowledgement Form and/or Essential Agreement Information Section of the Agreement.
- That the customer will continue to receive bills only from the utility (except Texas, Georgia and Alberta) and will continue to be charged by the utility for distribution in addition to Just Energy family of companies' charges for energy supply
- Their cancellation rights and any exit fees that may apply


## Key Market Information (See Handout)

| Commodity Offered | Natural Gas \& Electricity |
| :--- | :--- |
| Regulatory Body | Ontario Energy Board (OEB) |
| Utilities | Enbridge Gas, Union Gas, and $75+$ electricity utilities |
| Gas Measurement | $\mathrm{m}^{3}$ \& kWh |
| JustGreen Offered | YES |
| Agreement Languages | English |
| Authority to enter into energy Agreement | $2-5$ months days after signing a natural gas Agreement and <br> $15-120$ days after signing a electricity Agreement. |
| Activation Time Period | Up to 30 days from the date of the first bill with Just Energy's <br> name on it. After that there will be a \$100 charge a year <br> remaining on their natural gas Agreement and \$50 charge a <br> year remaining on their electricity Agreement for <br> cancellation fees. |
| Cancellation Parameters | Customers have 10 days to cancel without any reason after <br> they have entered into a contract with Just Energy.. |
| Cooling Off Period | Just Energy offers Rate Escape to customer's signed with <br> another Energy Marketer. Just Energy will pay their exit fees <br> of up to a maximum of \$300. |
| Mobility | Customers are billed by their utility for all charges, including <br> Just Energy charges. |
| Billing | Cuse |

## The Benefits of the Rate Escape Program (See Handout \& Product Brochure)

Just Energy's Rate Escape Electricity Program provides the following benefits:
$\checkmark$ Flexibility - Benefit from the flexibility of a variable electricity supply price.
$\checkmark$ Protection - The electricity rate will be capped, providing the customer with protection against volatile electricity prices.
$\checkmark$ Simplicity - Avoid the confusion and hassle of having to change your lifestyle to accommodate winter and summer Time-of-Use pricing plans.

Just Energy's Rate Escape Natural Gas Program provides the following benefits:
$\checkmark$ Designed to keep the customer's supply costs the same each and every month so they can budget their monthly energy costs more effectively.

## The Benefits of the MyEnergy Program (See Handout \& Product Brochure)

Just Energy's Rate MyEnergy Electricity Program provides the following benefits:
$\checkmark$ Flexibility-Customers enjoy the same low rate regardless of when they use electricity.
$\checkmark$ Simplicity - Customers will get the same rate all day long! Ignoring confusing Time-of-Use pricing.
$\checkmark$ Savings - Customers variable rate is currently lower than the current on-peak rates!
$\checkmark$ Customers receive a free smart thermostat!
$\checkmark$ Customers have the opportunity to contribute to a cleaner and green environment with JustGreen.

## The Benefits of the Predict-a-Bill Program (See Handout \& Product Brochure)

Just Energy's Rate Predict-a-Bill Natural Gas Program provides the following benefits:
$\checkmark$ Comfort - Customers won't have to worry about paying extremely high natural gas bills.
$\checkmark$ Budget - Customers can control their natural gas supply costs.
$\checkmark$ Protection - Customers are protected from price volatility.
$\checkmark$ Customers have the opportunity to contribute to a cleaner and green environment with JustGreen.

Just Energy family of companies is one of the largest retail energy retailers in North America with approximately 1.8 million Customers. Customers are able to:
$\checkmark$ Transfer their program when they move within their utility's service area.
$\checkmark$ Customers who enroll online for Predict-a-Bill Natural Gas or MyEnergy Electricity will receive a $\$ 25$ prepaid Just Rewards Card (per commodity)
$\checkmark$ Remain with their utility for delivery of their natural gas and continue to receive only one bill.
$\checkmark$ Access our contact center five days a week, where customer service representatives are ready to help them.

## The customer interaction

## Objection Handling (See Handout)

These are the common objections you will face when you are marketing.


Objection Handling - Ontario
These are the common objections you will face when you are marketing.

|  | Customer: | I want to think about it. <br> 1 |
| :--- | :--- | :--- |
| IC: | I understand sir. Most people do. In fact, that's whyy I'm here. What's great about this <br> Program is that it gives you the ability to have a choice with respect to who supples your <br> energy. Now it <br> you jou just want to eligible to participate in the Program. |  |

Customer: Okay


## Customer: I don't sign amything at the door.

Iunderstand sir. The reason why we come doar to door is because there is a lot interest
3 IC: in this Program and how it may provide value to consumers. So, if you just want to go get a recent copy of your utaty bili, I can run through it and then you can make an informed decision. I'll just wait here while you get your bill.
Customer: Okay

| Customer: Ithrow away my bills. <br> $\mathbf{4}$ IC:I can understand that sir. I do get that on occasion. It doesn't have to be a recent bill. <br> While r'm here today I can further explain the Program and your ability to make a <br> positive contribution to the ervironment. If you can see if you can find something from a <br> couple of months ago, I'll just wait right here. |
| :--- | | Customer: | Okay |
| :--- | :--- | :--- |

The customer interaction

## Objection Handling

|  | Customer: | I've never heard of your company. |
| :--- | :--- | :--- |
| $\mathbf{6}$ | IC: | Yes sir, I do get that on occasion and the reason is, instead of spending millions of dollars <br> on marketing costs, we decided as an organization to come see you directly. We <br> currently have over 1.8 million customers throughout the United States and Canada. We <br> are part of a billion dollar, multi-national publicly traded company with over 40 offices <br> across the US and Canada. Now, to get you started on the Program... |


| Customer: | Do I have to sign a contract? |
| :--- | :--- |
| Yes, sir. In order for us to give you an Energy Program for the next four or five years we |  |
| IC: | $\begin{array}{l}\text { have to go out and buy supply to meet our obligations to you. That's how we're able to } \\ \text { give you that choice and peace of mind. All you have to do is pay your monthly bill. So, to }\end{array}$ | give you that choice and peace of mind. All you have to do is pay your monthly bill. So, to

get you started on the Program...

|  | Customer: | Why do you need to see my bill? |
| :--- | :--- | :--- |
| $\mathbf{8}$ | IC: | Well sir, some people are already on an Energy Program. The best way I can tell is to see <br> a recent copy of your bill. It's going to show me right on your bill whether or not you are <br> already on an Energy Program. It just takes a second to check. I'll just wait here while <br> you get a copy of the bill. |
|  | Customer: | Okay |


|  | Customer: | Someone has already been here before. |
| :--- | :--- | :--- |
| 9 | IC: | The reason I am here today is because we missed some of the people in the <br> neighborhood. So, I'm here to check on whether you've had the opportunity to register <br> for one of our natural gas or electricity Programs. I'll just wait here while you get a copy <br> of the bill. |
|  | Customer: | Okcy |

Page 2 of 2

The customer interaction

## FAQ's

## (See Handout)

You will find customers will have many questions, we have summarized the most important questions.


## FAQ's

Who is Just Energy family of companies?
Just Ensergy Group is a group of related comporations and parnershios that are licensed to provide energy as an
independert natural gas marketerfelectricity retailer:
Is Just Energy family of companies licensed to market natural gas/electricity? Just Energy family of comparies is ficensed, certfied or have an agreement to sel natural gus/electricty with the regulatory body or the uniryidistribution company in all of the martits in which we coperate. Ourrently we market in fourleen U.S. states and six provinces within Cansda.

What are the benefits of enrolling in our Rate Escape Electricity Program?
1 Flexibility - Beneft from the flexbilty of a varabie electioly supply price."
1 Protection - The efectricty rate wilt be capped. providing the oustomer mith protoction against volatile electricity
prices.
Simplicity - Avoid the confusion and hassle of having to change your Iltestyle to accommodate winter and summer Time-of-Use pricing plans.

What are the benefits of enrolling in our Rate Escape Natural Gas Program?
(Designed to keep the customer's supply costs the same each and every month so they can budget their monthly energy costs more effectively:
What are the benefits of enrolling in our Predict-a-Bill Natural Gas \& MyEnergy Electricity Program?
( Comfort - Customers won't have to worry about pojing extremely high natural gas bills and pesk prices for your
electricly.

- Budget - Customers can control their natural gas supply costs and protect themselves from peak electricty rates.

Protection - Customers are protoctod from price volatity
$\checkmark$ Customers have the opportunity to contibiule to a clesner and green emviromment with JustGreen.
Can anybody join our Energy Programs?
Most residents residing in areas serviced by utiites with whom Just Energy has an agreement may be eligible to register for our program.

Will the customer be switching utility companies?
No, the utlity continues to deliver energy to the customer. By choosing Just Enargy, customers are selecting a natural gas or electricity supplier. The quality of service and detivery from the utity semains the same. The utifity also continues to bil the customer and provide emergency services

Is the customer going to have two bills?
No. the customer will continue to roceive one til from their local uelty company.

## The customer interaction

FAQ's

How can the customer tell if the program has begun?
Once the program begins, Just Energy's name and rate will appear on the utility bill as the energy supplier, along with the toll-free customer service telephone number.

Is the program transferable if the customer moves?
Yes, the program may be transferable if the customer is moving within an area that Just Energy services. The customer must contact our customer service department at least 45 days prior to their moving date and we will attempt to transfer your account.

Can the customer cancel at any time?
The customer has a 10 day cooling off period from which they signed with Just Energy after that the customer has 45 days to verify the agreement and if they choose they can cancel at that time without exit fees. If the customer is on our program, they have 30 days from when they recsive their bill with our name on it to cancel without exit fees.

## Managing Questions

Questions asked by customers are great for three reasons:

1. They are a buying signal from the customer and a way for them to find out more.
2. They help fill in gaps where the customer needs ore information to make an informed decision.
3. They provide you with the opportunity to answer every single one with another benefit.

## Gaining agreement at various stages of the sale is vital!

What are the best ways to accomplish this?

- When you make a solid point or state a benefit, ask the customer, "Does that make sense?" And look for a positive nod or a "yes".
- Look for buying signals that indicate the customer is on the same page as you. Often this can be seen in body language.

The customer interaction

## The Agreement

Customer agreements are in three 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.

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. Ensure the agreement is signed by someone who has authority. This includes:
a. The account holder - that is the person over the age of 18 whose name appears on the utility bill.
b. The legally married spouse of the account holder.
4. Record the customer's gas account number and the utility code.
5. Review each point on the form called "Acknowledgement Form" with the customer. The customer must sign this section of the agreement.
6. Complete the pricing portion, including JustGreen if the customer chooses to participate. The customer must sign the natural gas section of the agreement.
7. Fill in the verification code given to you by the Third Party Customer Service. We will go over this process in the next chapter.
8. Ensure your Independent Contractor number, name and signature is also indicated on the Agreement and Acknowledgement Form as this will impact your commission.

## The Agreement Sample Form (See Handout)



# The Agreement Sample Form (Continued) 



## The customer interaction

## The Agreement Sample Form (Continued)



# The Agreement Sample Form (Continued) 



## Step Three: Signing the Agreement

- Ensure that the customer signs \& initials all applicable areas and that you complete all forms accurately and neatly.
- Ensure the customer is made aware and fully understands all of the details of the program prior to signing the agreement.
- You do not want to begin the verification call portion of the sale with any potential confusion.


## Step Four: The Welcome/Verification Call

After the Agreement is completed, Contractors are required to use the customer's phone to contact a Third Party Customer Service Department and obtain a Registration Code.

During this call the Customer Service Representative (CSR) will review the Agreement with the customer and ensure they understand it.


## The Welcome/Verification Call

One way to ensure the customer is prepared for the Welcome/Verification Call is to provide with example questions:

- Their name, address and phone number
- Their utility name and account
- Confirmation that they are the account holder/spouse and between 18-70 years of age
- If they are currently with an alternative supplier
- The rate they will be paying for their energy supply
- The fact that we are not with the utility
- The cancellation terms


## The Welcome/Verification Call

The steps to initiating a Welcome/Verification call are as follows:

1. Call the verification number assigned to you from the customer's phone.
2. Obtain the CSR's indication number at the beginning of the call and write it on the Agreement.
3. Ensure that you give the customer the phone and the CSR will confirm details of the program and conclude the interaction with the customer.

## The Welcome/Verification Call

The steps to initiating a Welcome/Verification call are as follows:
4. Pass the phone to the customer and the CSR will confirm details of the program and conclude the interaction with the customer.

It is important to note that the Customer Service Representative is not there to sell the Agreement. Please ensure to listen carefully to the CSR and respond only to the questions they ask. Interrupting, speaking to quickly or being rude to the CSR will only delay the call and frustrate the customer.

## The Welcome/Verification Call

Denied Welcome/Verification Call Reasons:

Here are a few scenarios that would result in a CSR denying the verification call:

- A customer no longer wants to enroll in the program
- The customer still has questions regarding the program
- The customer is elderly and may not fully understand that they are entering into a binding agreement


## The Verification Call

Denied Verification Call Reasons:

- There is a significant language barrier and the customer does not appear to understand that they are entering into a binding agreement
- The individual who signed the Agreement is not authorized to legally bind the Agreement
- The telephone number provided to Customer Service does not match the number on the call display
- The customer does not positively confirm the key Terms of Agreement


## Step Five: The Wrap-Up

Wrapping up is just as important as any feature or benefit of the product itself.

Right after the customer signs, there's a sense of completion on the customer's part.


## The Wrap-Up

After they sign, take an extra moment with the customer. Tell them it was nice to meet them, make small talk and build extra rapport by talking about anything except energy. It is important to leave them with a great impression of you.


## The Wrap-Up

Review, Review, Review!

Take this opportunity to review the benefits of the program and the value it provides. Ensure to provide copies of all the materials to the customer and ensure they are left feeling confident about the decision they just made.

Remember, a customer who is confident and happy with their decision will remain a customer for years to come.

## Marketing in Hot \& Cold Weather Conditions

Just Energy family of companies encourages and promotes a healthy and safe work place for all its contractors. Due to the nature of our business, it is necessary that all contractors are equipped and prepared for adverse weather effects including extreme heat or cold, which can cause bodily harm. These conditions should not be ignored, but rather handled proactively and effectively.

## The Post Sale Process

There are several pieces that need to come into place after you have completed the sale.

Step One

Step Two

Step Three

Submitting the Signed
Agreement to Regional Office

## Head office Processing

 the AgreementContinued Support for our customers

## Submitting the Signed Agreements to Regional Office

After returning your completed Agreements to your Regional Office, they will be sent to Head Office. Incomplete Agreements may be cancelled and commissions are not paid on cancelled Agreements. It is there fore important that the Agreements you submit are complete and accurate.


## Head Office Processes the Agreement

When Head Office receives the Agreements, they review them for completion. If there is any missing information, Customer Service will contact the customer to try and secure the correct information. If they are unable to secure the correct information or if the form is missing a customer signature, the Agreement will be cancelled.

Once all the information is in the system, the customer is placed on our program and Just Energy family of companies will supply the customer's energy consumption.

## Continued Support for our Customers

Customer Service continues to build lasting relationships with our customers:

- Just Energy family of companies 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 Center.


## Personal and Professional Development

As sales people, we're responsible for our own success. With so much opportunity for personal development our profession is one that is both exciting and challenging. We feel that
"what the mind can conceive and believe, it can achieve!"

## Personal and Professional Development

Sales is a skill that can be learnt, but that can only happen if YOU put in the effort. Always try reading, listening to audio books and attend seminars to make the most out of your opportunity. Seek out other successful Contractors and ask for advice.

The customer interaction

Attitude Books


The Magic of Thinking Big David Schwarte

## Sales Books



The Greatest Salesman in the World Gy Pandio

Wealth Books
GEORGE S.
CLASON
THE
RICHEST
MAN IN
BABYLON


Think and Grow Rich
Napolean Hirl


How to Sell Anything
to Aeybedy to Anytody joe Givand


[^5]

The Power of
Positive Thinking
Nowan Vhcent hale


Secrets of Closing the sale Zg Zg or


The Wealthy Barber Osvid Chiton


Personal Power Anthony Robbins


The Seven Habits of Highly
Successtul People Successiul People Stephen Covey


The Poychology of Selling Enan 7acy


The Millionaire Next Door Thonas Stanley


How to Master the At of Selling fom Hopkins


The New
Pycho-Cybernetic Maxweff Matter

## Pearson MacDonald's Iron Clad Rules

## 1. "A quitter never wins and a winner never quits."

- Anything worth having is worth fighting for, so FIGHT FOR IT.
"Work your plan and plan your work."

2. Know what day, what time, and where you are going to work. You are your own boss
"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.
"Practice, practice, practice."
4. One thing you always hear about the top sales performers is that
they ALWAYS PRACTICE MORE AND TRY HARDER.
"Momentum is everything."

- Once you start work, don't stop for coffee, food etc., until your day is complete
ONCE THE BALL IS ROLLING, DON'T STOP IT.
"Treat a business like a business."

6. Once at a presentation, do your presentation. Do not socialize during

## Pearson MacDonald’s Iron Clad Rules

7. "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.
8. "Set your goal, write it down, and repeat it twenty times a day."

9 "Visualize."
9. What a human mind can conceive and believe, the human mind can ACHIEVE.

10 "Be an eternal optimist!"
10. People are always telling you what you can't do; use this as fuel TO PROVE them wrong.
11. "Dott"

12. "Doit ightt"

Learn from the pros. CHOOSE A ROLE MODEL to achieve top skills and strategies.

# THANK YOU 

This is Exhibit " $K$ " referred to in the Affidavit of

Richard Teixeira sworn before me this $11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

## Commissions, incentives \& rewards

* Hationsal

Tara Energy

## Commission Example - Just Energy Conservation Program (Residential)

As an average Independent Contractor, you can earn an above average income.
Potential Weekly Earnings

| Product Sold | Approved <br> RCE's/week | Commission <br> Rates | Potential Weekly <br> Earnings | Potential Yearly <br> Earnings |
| :--- | :---: | :---: | :---: | :---: |
| Installation | 15 | $\$ 50$ | $\$ 750.00$ | $\$ 36,750.00$ |
| Verification | 15 | $\$ 50$ | $\$ 750.00$ | $\$ 36,750.00$ |

## Additional Bonus \& Incentives

| Incentive Trip |  | $\$ 3,000.00$ |
| :--- | :--- | :--- |
| Referral Bonus | $\$ 500.00$ |  |
| Potential Yearly Income | $\mathbf{\$ 1 , 5 0 0 . 0 0}$ | $\mathbf{\$ 7 7 , 0 0 0 . 0 0}$ |

As an above average Independent Contractor, you can earn an extraordinary income.
Potential Weekly Earnings
Approved

RCE's/week | Commission |
| :--- |
| Rroduct Sold |

The illustrative commission example assumes:

- Example takes into consideration 3 week's time off to attend incentive trips and personal time (49 weeks).
- Each customer enrolls for $100 \%$ level of participation for JustGreen Natural Gas/Electricity
- Incentive trips approximate value is $\$ 3,000$ per trip.
- Referral Bonus is when an existing IC refers a new IC, who is successful in the proceeding through the new IC recruiting program, that IC receives a $\$ 500$ Referral Bonus once the new IC gets paid on their 20th RCE.

| Residential |  |  |  |
| :---: | :---: | :---: | :---: |
| Commodity | Installation $^{(1)}$ | Verification $^{(1)}$ | Total |
| Ontario Energy Conservation | $\$ 50$ | $\$ 50$ | $\$ 100$ |

(1) The Installation commission payment, in the amount indicated in the chart above, is earned upon confirmation of installation of the SmartStat Thermostat submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The Verification commission payment, in the amount indicated in the chart above, is earned once the Agreement has been reaffirmed.

This is Exhibit "L" referred to in the Affidavit of Richard Teixeira sworn before me this $11^{\text {th }}$ day of January, 2019



## ONTARIO ENERGY BOARD

Electricity Retailer Code of Conduct

Restated
November 17, 2010

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9 CONFIDENTIALITY OF CONSUMER INFORMATION
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PART C
1 TRANSITIONAL PROVISIONS

## PART A

## 1 GENERAL PROVISIONS

### 1.1 The Purpose of this Code

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

### 1.2 Definitions

 In this Code:"account holder" has the meaning given to it in the ECPA;
"account holder's agent" has the meaning given to it in the ECPA Regulation;
"Act" means the Ontario Energy Board Act, 1998, S.O. 1998, c. 15, Schedule B;

## "Board" means the Ontario Energy Board;

"consumer" means a person who uses, for the person's own consumption, electricity that the person did not generate;
"consumer information" means information relating to a specific consumer obtained by a retailer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

[^6]"contract price" has the meaning given to it in section 2 of the ECPA Regulation;
"customer" means a consumer with whom a retailer has a contract for the supply of electricity;
"disclosure statement" has the meaning given to it in the ECPA Regulation;
"ECPA" means the Energy Consumer Protection Act, 2010, S.O. 2010, c. 8;
"ECPA Regulation" means Ontario Regulation 389/10 made under the ECPA;
"Effective ECPA Date" means January 1, 2011;
"low volume consumer" means a consumer who annually uses less than 150,000 kilowatt hours of electricity or such other amount as may be prescribed for the purposes of section 2 of the ECPA;
"regulation" means a regulation made under the Act or the ECPA;
"retailing" includes door-to-door selling, internet selling, direct mail selling, and any other means by which a retailer or a salesperson or verification representative of a retailer interacts directly with a consumer;
"salesperson" has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a retailer but excludes a verification representative when acting solely in that capacity;
"text-based" has the meaning given to it in section 2 of the ECPA; and

Restated Electricity Retailer Code of Conduct
November 17, 2010
"verification representative" means a person that conducts the verification of a contract on behalf of a retailer.

### 1.3 Application

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

### 1.4 Interpretation

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

### 1.5 Low volume consumer contracts only with account holder

A retailer shall not enter into, verify, renew or extend a contract with any low volume consumer for the supply of electricity to premises other than:
(a) the account holder for the premises; or
(b) an account holder's agent for the premises,
and references in Parts A and B of this Code to "consumer" or "low volume consumer" shall be interpreted accordingly.

### 1.6 Obligation to comply with the law

1.6.1 A retailer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a retailer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.
1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

### 1.7 Obligation to ensure persons comply

1.7.1 A retailer shall ensure that its salespersons and verification representatives adhere to the same standards required of the retailer as set out in this Code.
1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a retailer shall be deemed to be the acts or omissions of the retailer.

### 1.8 Determinations by the Board

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

### 1.9 Breach of this Code

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

### 1.10 Coming into Force

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

Restated Electricity Retailer Code of Conduct
November 17, 2010
1.10.2 This Code replaces the Electricity Retailer Code of Conduct dated December 20, 2004 as of the Effective ECPA Date, and the Electricity Retailer Code of Conduct dated December 20, 2004 is revoked as of the Effective ECPA Date.
1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the Board publishes the amendment by placing it on the Board's website after it has been made by the Board.

## PART B

## 1 FAIR MARKETING PRACTICES

1.1 A retailer or salesperson of a retailer, when retailing to a consumer, shall:
(a) immediately and truthfully give the name of the salesperson and the retailer to the consumer, and state that the retailer is not the consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
(b) if retailing to a low volume consumer in person at a place other than the retailer's place of business, provide the low volume consumer with a business card that meets the requirements of this Code;
(c) if retailing to a low volume consumer in person at a place other than the retailer's place of business, display an identification badge that meets the requirements of this Code;
(d) state the price to be paid under the contract for the supply of electricity, and state the term of the contract;
(e) not exert undue pressure on a consumer;
(f) allow a consumer sufficient opportunity to read all documents provided;
(g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and
(h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

## 2 BUSINESS CARDS AND IDENTIFICATION BADGES

## Business cards

2.1 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a low volume consumer in person at a place other than the retailer's place of business provides the low volume consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the low volume consumer about the retailer's products, services or business and before requesting any information about the low volume consumer, including asking that the low volume consumer locate any utility bills.
2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:
(a) the licence number issued to the retailer under the Act;
(b) the name and address of the retailer;
(c) the name of the salesperson acting on behalf of the retailer;
(d) the toll-free telephone number of the retailer; and
(e) the website address of the retailer.

## Identification badges

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

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(a) clearly identify that the salesperson is acting on behalf of the retailer, is not a representative of the low volume consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
(b) include a photograph of the salesperson's face that is not more than 2 years old at any time;
(c) identify the retailer;
(d) identify the name of the salesperson acting on behalf of the retailer;
(e) identify the title or position of the salesperson;
(f) include an identification number for the salesperson that has been issued by the retailer for that purpose; and
(g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.
2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the low volume consumer.

## 3 CONTRACTS AND TRANSFER REQUESTS

## Contracts with low volume consumers

3.1 A contract between a retailer and a low volume consumer shall clearly state:
(a) the time period for which the contract is in effect;
(b) the type and frequency of bills the low volume consumer will receive; and
(c) any terms and conditions for renewal, extension or amendment.
3.2 A retailer shall not enter into any contract with a low volume consumer that has a term of more than five years.

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

3.3 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a low volume consumer under a contract to which verification applies unless:
(a) the retailer has given a text-based copy of the contract to the low volume consumer;
(b) the retailer has given the applicable Board-approved disclosure statement to the low volume consumer;
(c) the retailer has given to the low volume consumer the applicable price comparison that complies with this Code;
(d) the low volume consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
(e) the contract has been validly verified.

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

3.4 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a low volume consumer under a contract to which verification does not apply unless:
(a) the retailer has given a text-based copy of the contract to the low volume consumer;
(b) the retailer has given the applicable Board-approved disclosure statement to the low volume consumer;
(c) the retailer has given to the low volume consumer the applicable price comparison that complies with this Code;
(d) the low volume consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and

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

## Transfer requests and supply (other consumers)

3.5 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a consumer who is not a low volume consumer to that retailer or supply electricity to a consumer that is not a low volume consumer unless the retailer has the permission of the consumer in writing to do so.
3.6 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a consumer who is not a low volume consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the retailer's licence or this Code, or does not contain the signature of the consumer, the retailer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a compliant contract; and
(a) if the consumer accepts the compliant contract, provide a copy of the compliant contract to the consumer within 14 days of acceptance by that consumer; or
(b) if the consumer does not accept the compliant contract, immediately reverse the transfer request.

## Transfer requests where contract with low volume consumer is cancelled

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

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

3.8 A retailer that is notified of a pending transfer request by an electricity distributor under section 10.5 .4 of the Retail Settlement Code that pertains to a contract with a low volume customer shall, within 5 business days of the date of receipt of that notification, notify the low volume consumer to whom the transfer request relates of the pending transfer request and of the consequences to the low volume consumer if processing of the transfer request is completed. The notification to the low volume consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be payable to the retailer if the processing of the transfer request is completed. The notification to the low volume consumer may be:
(a) text-based; or
(b) by telephone, provided that the retailer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Subject to section 28 of the ECPA Regulation, where a retailer makes a recording of a telephone call under this section, the retailer shall provide a copy of the recording to the low volume consumer within 10 days after the low volume consumer requests it.
3.9 Section 3.8 only applies where the low volume consumer's contract with the retailer will expire after the proposed transfer date.

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

## Disclosure statements for low volume consumers

4.1 A retailer shall not offer a contract to a low volume consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the Board.
4.2 A retailer shall not renew or extend a contract with a low volume consumer unless the retailer has given the low volume consumer a disclosure statement in the applicable form approved by the Board.
4.3 If a low volume consumer asks whether a Board-approved disclosure statement is available in a language other than English or requests one, the retailer shall inform the low volume consumer that the Board-approved disclosure statement is available from the Board in the languages listed on the disclosure statement.
4.4 If a retailer wishes to provide a low volume consumer with a Board-approved disclosure statement in a language other than English:
(a) if the disclosure statement is available from the Board in that language, the retailer may only provide the low volume consumer with the disclosure statement that is available from the Board in that language; or
(b) if the disclosure statement is not available from the Board in that language, the retailer may provide the low volume consumer with a translation of the Board-approved disclosure statement provided that the translation is true, accurate and complete.
4.5 A retailer shall not alter or redact a Board-approved disclosure statement except where expressly contemplated by the disclosure statement and then only in
respect of the information specifically called for by the disclosure statement. Where a retailer that prepares a translation of a Board-approved disclosure statement as permitted by section 4.4(b), the retailer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the Board-approved disclosure statement.

## Price comparisons

4.6 A retailer shall ensure that a disclosure statement provided to a low volume consumer is accompanied by a price comparison. For that purpose, the retailer shall:
(a) use the applicable price comparison template approved by the Board, in the form and with the content that is made available by the Board at the relevant time and without alteration or redaction other than to include details of the retailer's contract price offer and such other information as is required by the instructions contained in the template; and
(b) complete the Board-approved price comparison template by including details of the retailer's contract price offer and such other information as is required by the instructions contained in the template, and shall do so in accordance with the instructions contained in the template.
4.7 A retailer shall ensure that the information regarding the contract price being offered to a low volume consumer that is included by the retailer in the price comparison is an accurate reflection of the contract price over the term of the contract and is not presented in a manner that is misleading in any way.
4.8 A retailer shall not include in the price comparison any statements of a promotional nature about the products, services or business of the retailer.
4.9 If a retailer wishes to provide a low volume consumer with a price comparison in a language other than English, the retailer may provide the low volume consumer
with a translation of the price comparison provided that the translation includes a true, accurate and complete translation of the content that is made available by the Board referred to in section 4.6(a), and the translated price comparison otherwise complies with sections 4.6 to 4.8.

## Verification of contracts with low volume consumers

4.10 A retailer shall ensure that the verification of a contract with a low volume consumer complies with section 4.11.
4.11 The verification of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:
(a) the verification representative shall use the applicable script approved for that purpose by the Board;
(b) the verification representative shall not deviate from the applicable Boardapproved script except to comply with paragraph (e), to provide a factual answer to a question from the low volume consumer or to provide a factual clarification where the low volume consumer has indicated that he or she does not understand a statement made by the verification representative;
(c) except where expressly permitted by the terms of the applicable Boardapproved script, where the script calls for a "yes" or "no" answer from the low volume consumer, the verification representative shall terminate the verification call if the low volume consumer does not provide a clear affirmative response;
(d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the retailer;
(e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable Board-approved script so requires, and

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shall do so in accordance with the requirements of the ECPA Regulation or the applicable Board-approved script, as applicable; and
(f) the recording of the verification call has associated with it a verifiable date and time stamp.
4.12 Where a low volume consumer notifies a retailer that the consumer does not wish to verify a contract, whether as part of a verification call or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining verification of that contract.

## Renewal or extension of contracts with low volume consumers

4.13 A retailer shall ensure that the renewal or extension of a contract with a low volume consumer complies with section 4.14.
4.14 The renewal or extension of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:
(a) the salesperson shall ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the Board;
(b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable Board-approved script;
(c) except where expressly permitted by the terms of the applicable Boardapproved script, where the script calls for a "yes" or "no" answer from the low volume consumer, the salesperson shall terminate the renewal or extension call if the low volume consumer does not provide a clear affirmative response;
(d) the salesperson shall terminate the renewal or extension call where the applicable Board-approved script so requires, and shall do so in accordance with the requirements of the applicable Board-approved script; and
(e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.
4.15 Where, following receipt of the material referred to in section 15 of the ECPA Regulation, a low volume consumer notifies a retailer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining the renewal or extension of that contract.
4.16 If, within the last year of a contract but prior to receipt of the material referred to in section 15 of the ECPA Regulation, a customer that is a low volume consumer notifies a retailer that the customer does not wish to renew or extend the contract, the retailer shall not renew or extend the contract unless the retailer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 15 of the ECPA Regulation and obtains positive acceptance of the renewed or extended contract from the customer.

## 5 TRAINING

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

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5.2 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:
(a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process, in each case as they pertain to low volume consumers; and
(b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
(i) electricity market structure;
(ii) how to complete a contract application;
(iii) behaviour that constitutes an unfair practice;
(iv) use of business cards;
(v) use of identification badges;
(vi) disclosure statements;
(vii) price comparisons;
(viii) verification;
(ix) consumer cancellation rights;
(x) renewals and extensions;
(xi) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
(xii) persons with whom a retailer may enter into, verify, renew or extend a contract; and
(xiii) all relevant Board regulatory requirements not already covered above, including those set out in this Code.
5.3 A retailer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

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(a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the Board-approved script referred to in section 4.11; and
(b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
(i) electricity market structure;
(ii) behaviour that constitutes an unfair practice;
(iii) disclosure statements;
(iv) price comparisons;
(v) verification;
(vi) consumer cancellation rights;
(vii) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
(viii) persons with whom a retailer may enter into and verify a contract; and
(ix) all other relevant Board regulatory requirements not already covered above, including those set out in this Code.
5.4 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:
(a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process applicable to low volume consumers, including the use of the Board-approved script referred to in section 4.14; and
(b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
(i) electricity market structure;

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(ii) behaviour that constitutes an unfair practice;
(iii) use of business cards, unless renewals and extensions are conducted solely by telephone;
(iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;
(v) disclosure statements;
(vi) price comparisons;
(vii) consumer cancellation rights;
(viii) renewals and extensions;
(ix) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
(x) persons with whom a retailer may renew or extend a contract; and
(xi) all relevant Board regulatory requirements not already covered above, including those set out in this Code.
5.5 A retailer shall ensure that the training referred to in section 5.1 is conducted or, in the case of internet-based training (or "e-training"), developed only by an employee of the retailer or by a person under contract, provided that such person is not also under contract to the retailer for the purpose of providing salespersons or verification representatives or of otherwise carrying out retailing or verification activities. A retailer shall also ensure that training is conducted or, in the case of internet-based training (or "e-training"), developed only by persons with detailed knowledge of all of the elements listed in section 5.2,5.3 or 5.4, as applicable, of this Code.
5.6 For the purposes of section 5.1:
(a) a retailer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson's or verification representative's knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;

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(b) the training test questions may be fixed or taken randomly from a test question repository;
(c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum $80 \%$ pass mark on the training test;
(d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4 , as applicable; and
(e) the retailer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.
5.7 In sections 5.1 to 5.6 , a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification representative.
5.8 A retailer shall ensure that each salesperson and verification representative that acts on its behalf in relation to low volume consumers re-takes the training referred to in section 5.2,5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the retailer.
5.9 A retailer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the retailer in relation to low volume consumers for a continuous period of 60 days or more re-takes the training referred to in section $5.2,5.3$ or 5.4 , as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the retailer in relation to low volume consumers.
5.10 A retailer shall maintain, for each salesperson and verification representative that acts on its behalf in relation to low volume consumers, compete records of the following:
(a) the training material used (updated for each time the person undergoes training);
(b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);
(c) proof of identity of the person;
(d) the date(s) any training of the person was conducted;
(e) the date(s) any testing of the person was conducted;
(f) the training test questions, answers and score (for each time the person undergoes testing);
(g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the retailer in relation to low volume consumers; and
(h) a copy of all business cards and identification badges issued to the person.

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

## 6 CERTIFICATION

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

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and received from the Board the written acknowledgement referred to in section 3 of Ontario Regulation 90/99.
6.2 Where a retailer indicates "N/A" on the certificate of compliance referred to in section 6.1 in relation to a given statement, the retailer shall not conduct the activity to which that statement relates unless the retailer has filed with the Board a further certificate of compliance in respect of that activity in the form set out in Appendix B and has received from the Board written acknowledgement of that certification.
6.3 A certificate of compliance referred to in section 6.1 or section 6.2 shall be signed by the retailer's Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.
6.4 Commencing in 2012, a retailer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code in relation to retailing to low volume consumers.

## 7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

## Consumer complaints

7.1 A retailer shall provide to its low volume consumer customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the retailer's toll-free telephone number and the telephone number of the Board's Consumer Relations Centre.
7.2 If any low volume consumer makes a complaint to a retailer regarding retailing or verification by or on behalf of the retailer, the conduct of the retailer's salespersons or verification representatives, the contract the low volume consumer has with the retailer, or any other matter related to the retailer, the retailer shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the low volume consumer, the retailer shall provide to the low volume consumer the telephone number of the Board's Consumer Relations Centre.
7.3 In cases where a consumer complaint has been referred to the retailer from the Board and resolution of that complaint is reached, the retailer shall implement the resolution immediately and shall confirm this, in writing, with the Board.

## Compliance monitoring

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

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7.5 The program referred to in section 7.4 shall:
(a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the retailer in relation to compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements;
(b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the retailer; and
(c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.
7.6 Where a retailer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable Board regulatory requirement in relation to retailing to low volume consumers, the retailer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the retailer in relation to low volume consumers.

## 8 SERVICES TO BE MAINTAINED BY A RETAILER

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

## 9 CONFIDENTIALITY OF CONSUMER INFORMATION

9.1 A retailer shall not disclose consumer information as defined in this Code to any person other than the consumer or the Board without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:
(a) for billing or market operation purposes;
(b) for law enforcement purposes;
(c) to comply with a statute or an order of a court or tribunal;
(d) when past due accounts of the consumer have been passed to a debt collection agency; or
(e) for the purpose of complying with the Market Rules.
9.2 A retailer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.
9.3 A retailer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

## 10 TRANSFER AND ASSIGNMENT OF CONTRACTS

10.1 A retailer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed retailer.
10.2 A retailer must notify the Board of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.

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

## PART C

## 1 TRANSITIONAL PROVISIONS

## Application

1.1 This Part only applies to a contract with a low volume consumer that was signed by the consumer on or after November 22, 2010 and before the Effective ECPA Date.
1.2 Except as otherwise provided in sections 1.4 and 1.5 of this Part, Parts A and B of this Code apply to a contract referred to in section 1.1.

## Definitions

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

## Transfer requests

1.4 A retailer shall not:
(a) submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer unless the retailer has the permission of the low volume consumer in writing to do so; or
(b) supply electricity to a low volume consumer unless the retailer has the permission of the low volume consumer in writing to do so, and has received the notice of reaffirmation from the low volume consumer, where reaffirmation is required.
1.5 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a low volume consumer is supported by a contract that does not

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

## APPENDIX A

# Form of Certificate of Compliance under Section 6.1 of the Code 

## Electricity Retailer <br> Certificate of Compliance <br> Under Section 6.1 of the Electricity Retailer Code of Conduct

## Part I: Definitions and Interpretation

1.1 In this Certificate:
"applicable legal and regulatory requirements" means all applicable requirements under the Energy Consumer Protection Act, 2010, the Ontario Energy Board Act, 1998, regulations made under those Acts, a licence issued under section 57(d) of the Ontario Energy Board Act, 1998 and any code issued by the Board under section 70.1 of the Ontario Energy Board Act, 1998 that are in force on the Effective ECPA Date;
"Effective Certification Date" means the later of the Effective ECPA Date and the date on which this Certificate is signed by the Retailer and filed with the Board;
"Effective ECPA Date" meansJanuary 1, 2011;
"low volume consumer" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;
"Retailer" means the licensed retailer identified in the opening paragraph of section II;
"salesperson" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;
"text-based" has the meaning given to it in the Energy Consumer Protection Act, 2010; and
"verification representative" has the meaning given to it in the Board's Electricity Retailer Code of Conduct.
1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the Ontario Energy Board Act, 1998, the Energy Consumer Protection Act, 2010 or the regulations made under those Acts.

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

## Part II: Certification

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

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


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

Restated Electricity Retailer Code of Conduct
November 17, 2010

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

Restated Electricity Retailer Code of Conduct
November 17, 2010

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

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November 17, 2010

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

Date: <insert date of filing>
[Signature]
[Title]

## Notes:

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the Ontario Energy Board Act, 1998 to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

## APPENDIX B

# Form of Certificate of Compliance under Section 6.2 of the Code 

Electricity Retailer<br>Certificate of Compliance<br>Under Section 6.2 of the Electricity Retailer Code of Conduct

## Part I: Definitions and Interpretation

1.2 In this Certificate:
"applicable legal and regulatory requirements" means all applicable requirements under the Energy Consumer Protection Act, 2010, the Ontario Energy Board Act, 1998, regulations made under those Acts, a licence issued under section 57(d) of the Ontario Energy Board Act, 1998 and any code issued by the Board under section 70.1 of the Ontario Energy Board Act, 1998 that are in force on the Effective Date;
"Effective Date" means the date this Certificate is signed by the Retailer and filed with the Board;
"low volume consumer" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;
"Retailer" means the licensed retailer identified in the opening paragraph of section II;
"salesperson" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;
"text-based" has the meaning given to it in the Energy Consumer Protection Act, 2010; and
"verification representative" has the meaning given to it in the Board's Electricity Retailer Code of Conduct.
1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the Ontario Energy Board Act, 1998, the Energy Consumer Protection Act, 2010 or the regulations made under those Acts.
1.3 All statements in this Certificate pertain to retailing to low volume consumers.

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## Part II: Certification

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

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

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

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

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

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November 17, 2010

| Certificate of Compliance | Yes | N/A |
| :--- | :--- | :--- |
|  |  |  |
| 9. Salespersons |  |  |
| (A) All salespersons acting on behalf of the Retailer have undergone <br> training and testing in accordance with all applicable legal and <br> regulatory requirements |  |  |
| (B) Each salesperson acting on behalf of the Retailer has been provided <br> with business cards that meet all applicable legal and regulatory <br> requirements |  |  |
| (C) Each salesperson acting on behalf of the Retailer has been provided <br> with an identification badge that meets all applicable legal and <br> regulatory requirements |  |  |
| (D)The Retailer's practices for hiring or contracting for salespersons are <br> such that those persons can be expected to conduct their activities in <br> compliance with all applicable legal and regulatory requirements and <br> with integrity and honesty. |  |  |
| (E) Adequate processes and controls, designed to ensure that the conduct <br> of salespersons is in accordance with all applicable legal and regulatory <br> requirements, are in place |  |  |
| 10. Sales using a text-based contract |  |  |

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| 12. Verification |  |  |
| :--- | :--- | :--- |
| (A) No verification representative acting on behalf of the Retailer will be <br> remunerated in a manner contrary to any applicable legal and <br> regulatory requirements |  |  |
| (B) All verification representatives acting on behalf of the Retailer have <br> undergone training and testing in accordance with all applicable legal <br> and regulatory requirements |  |  |
| (C) All verification representatives acting on behalf of the Retailer have <br> been instructed to do so using the verification call script approved by <br> the Board |  |  |
| (D) Adequate processes and controls, designed to ensure that each <br> verification call made or received by the Retailer (including a call from <br> a consumer for the purpose of giving notice not to verify) is recorded <br> and that a copy of the call recording can be retrieved and provided to <br> the consumer upon request in accordance with all applicable legal and <br> regulatory requirements, are in place |  |  |
| (E) Adequate processes and controls, designed to ensure that the |  |  |
| verification of electricity contracts with consumers is conducted in |  |  |
| accordance with all applicable legal and regulatory requirements, are in |  |  |
| place |  |  |$\quad$| 13. Contract Renewals and Extensions |
| :--- | :--- |

Restated Electricity Retailer Code of Conduct
November 17, 2010


Date: <insert date of filing>
[Signature]
[Title]

Restated Electricity Retailer Code of Conduct
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## Notes:

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the Ontario Energy Board Act, 1998 to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

This is Exhibit "M" referred to in the Affidavit of

Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


## Just

## Ontario Industry Training Module Participant Guide

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## Introduction

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

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

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

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

## Learning Objectives

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

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

## Topics

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

## The Participant Guide

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

## Section 1 - Players in the Energy Sector

Introduction The energy industry is the totality of all of the industries involved and listed below.
$\square$ The Government of Ontario sets the legal and policy framework that governs the energy sector in the province through the Ministry of Energy.
$\checkmark$ The OEB implements and oversees the regulatory framework established by the Ontario Government.
$\checkmark$ The Ontario Power Authority agency is responsible for ensuring an adequate, long term supply of electricity in Ontario.
$\checkmark$ OPG generates about 60 percent of Ontario's electricity at its hydroelectric, nuclear and fossil fuel stations.
$\square$ The Independent Electricity System Operator or IESO acts as system controller of Ontario's power system and ensures reliable supply of electricity is available. The IESO also sets the spot market price.
$\checkmark$ There are approximately 73 licensed electricity distributors; and five natural gas distributors in Ontario. The major ones being Enbridge Gas Distribution, and Union Gas.
$\checkmark$ In addition there are 2 municipally owned gas utilities: the City of Kitchener and Utilities Kingston.


Please close this book now.

## Section 2 - Electricity

In this section you will learn how electricity flows to customers and the options customers have for buying electricity. You will also discover the important role you will play in this process.
$\square$ The channel of electricity is from the plants that generate, transmission, these are the power lines that deliver and distribution, the smaller wires owned by the LDC and carried to homes

The unit that electricity customers are billed by is based on kilowatt hours


Generation Transmission Distribution

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

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

Please close this book now.

## Section 3 - Natural Gas

## Introduction



In this section you will learn how natural gas flows to customers and the options customers have for buying natural gas. You will also discover the important role you will play in this process.
$\square$ The flow of natural gas is from the producers, via the Transmission companies to Local utilities, then to homes

$\square$ In 1986 natural gas market deregulated in Ontario
$\square$ Natural gas is colourless and odorless
$\square$ Natural gas is an energy source that can be stored
$\square$ Non-municipal LDCs review gas prices quarterly
V Natural gas commodity charge is a charge for the gas a consumer uses, which they purchase either through their LDC or a natural gas marketer like Just Energy
$\square$ Natural gas supply adjustment represents a gas supply surcharge or credit if forecasts by the LDC for prices in the previous quarter were incorrect
$\square$ The Delivery charge includes the cost to deliver the natural gas to the home or business
$\checkmark$ The Customer Charge is for administration of your natural gas account. It is a fixed charge approved by the OEB
$\checkmark$ The Transportation Charge includes the cost of transporting the natural gas from Western Canada and the United States to Ontario

Please close this book now.

# Section 4 - Your Role as a Salesperson or Verification Representative 


#### Abstract

Introduction In this section we will discuss the OEB Code of Conduct for energy retailers and marketers and focus on the parts that impact your day to day activities as a salesperson.


## Fair Marketing Practice

The Code of Conduct in Ontario states that energy salespeople must:

- Give a business card to the consumer as soon as you introduce yourself
- Immediately and truthfully give your name and the company name to the consumer, and state that the company is offering an agreement for the supply of natural gas or electricity and is not the consumers distributor, and not associated with the OEB or the Government
- State the price to be paid per unit under the agreement and state the term of the agreement. Show the customer the agreement
- Not exert pressure on a consumer
- Allow the consumer sufficient opportunity to read all documents provided
- Sales people must provide copies of all marketing materials to customers used during the sales presentation if requested
- All marketing material and statements made must be truthful, factual and current, and not mislead the customer
- Not make any offer or provide any promotional material to a consumer that is inconsistent with the agreement being offered to, or entered into with the consumer
- Not make representation, statement, give answer or take any measure that is false or is likely to mislead a consumer
- Display your ID badge: it must be worn on your outer clothing and be visible to consumers at all times


## Business Card and ID Badge Requirements

## Business Card

1. Supplier OEB License Number
2. Supplier Name and Address
3. Salesperson's Name
4. Supplier toll-free telephone number
5. Supplier website address

ID Badge

1. Salesperson is acting on behalf of the supplier, and is not a representative of the consumer's LDC, or associated with the OEB or Government
2. Display the supplier's Name
3. ID Number
4. Photo ID not more than 2 years old
5. Salesperson's Name and Title
6. Expiry Date not more than 2 years after its issuance date
The ID badge must at all times be facing the consumer

## Unfair Practices

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

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

- The terms and conditions of any contract: for example stating there is no cancellation rights when there are
- The quality or other characteristics of any electricity or gas provided by any electricity retailers or gas marketer: for example stating that electricity is "green" energy when it's not
- The status of any marketer and retailer of electricity or gas or the business relationship, affiliation or connection between any electricity retailer or gas marketer and any other person; for example, stating that we're affiliated with the local distribution company when we're not
- The amount of or the method of calculating the agreement price, any component of the agreement price, or any other additional energy charges to the contract price
- The difference in agreement prices or additional energy charges by a different marketer or retailer or energy distributors: for example, stating the agreement price includes the local distribution delivery costs/all-inclusive price when it doesn't
- Price, financial advantage, cost savings or amount of cost savings the consumer may experience from entering into the agreement from the marketer or retailer, instead of another marketer or retailer or the LDC. For example: promising the customer that they can save money by signing on our agreement, when we cannot guarantee this will happen
- The period of time during which a consumer may enter into an agreement for the provision of electricity or gas at a specified price: for example, advising the consumer that the offer is only available to them at that time and that they must sign the contract to secure the price that day
- The consequences if the consumer does not enter into or verify an agreement with the electricity retailer or gas marketer: for example, telling the consumer that if he or she does not sign up, the supply of gas to his or her home will be disconnected, which is untrue
- Consumers' rights under the Energy consumer protection act, Regulations or OEB Code: for example, telling the consumer he or she does not have a 10 -day cooling off period, when there is one


## Unfair Practices, Continued



Taking an unconscionable action with respect to the consumer
If you know or ought to know that the consumer is not able to protect his/her own interest or pressured into signing an agreement: for example, if you take advantage of a consumer such as; where the consumer has a comprehension/language barrier; where a consumer is elderly and does not clearly understand the offer being made; or where someone is disabled or mentally challenged or telling a consumer that they need to sign now

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

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

## In Person Sales

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

## In Person sales

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

## Unfair Practices, Continued

## Authorized Persons.

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

## Privacy

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


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

1. Be prepared to inform customers why we require the personal information; for example, to complete their enrollment in our program
2. Never disclose customer information to anyone (including showing others their bills or applications
3. Do not use the customer's information for anything other than the application
4. Do not keep copies of customer information any longer than is necessary; return all incomplete agreements and any bills to your office

## Fraud, Impersonation and Forgery

Definition

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

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

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

The creation of a false document, knowing it to be false, with intent
Forgery
Definition

## No Solicitation

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

If you do speak with a customer who has a No Soliciting sign that you did not see:

1. Apologize to the customer for the error
2. Do not pursue your sales presentation
3. Record the address and submit to your supervisor so the company can update the information on our do not solicit list

4. Close the conversation with a simple customer friendly statement, such as, Good evening

## Vulnerable Consumers

Individuals With Whom Door to Door Agents Should Exercise Diligence When Selling to the following people:

- Seniors. Elderly over the age of 70. Provide seniors with information to review or have seniors repeat the offer and their understanding
- Language Barriers. Anyone who is not able to communicate effectively in English
- Minors (under the age of 18). Agents are not permitted by law to sign up minors under any circumstances
- Always ensure you are speaking to an authorized individual before proceeding with your sales presentation

Regulations governing the Energy Sector in Ontario are: the OEB Code of Conduct, the Energy Consumer Protection Act and privacy act
$\checkmark$ The OEB is responsible for: Setting rules for the energy industry, Handling customer concerns and licensing utilities and energy marketer or retailer
$\checkmark$ The OEB Code of Conduct states that energy salespeople must comply with fair marketing practices including: Providing a business card as soon as they introduce themselves to the consumer, and not exerting pressure on a consumer
$\square$ The ID badge that a salesperson wears must be visible at all times to the consumer.
$\square$ It is considered an unfair practice under the law to make any false, misleading, or deceptive statement to a consumer
$\checkmark$ Enrolling a customer under false pretenses, acting as the customer during the verification call, and signing the customer's name on the agreement are all examples of fraud or forgery
$\boxtimes$ You should not approach a home or business that has a Do Not Solicit sign posted
$\square$ Salespeople should not attempt to sell services to a person with a language barrier or where the salesperson ought to know that the consumer does not understand the sale being offered
$\square$ In terms of customer's privacy, salesperson responsibilities include keeping the customer's information safe, and not sharing or keeping customer information.

## Section 5 - Executing an Agreement

## Agreement Authorization

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

## Residential agreements:

- Account holder
- Spouse
- Common law Spouse

Commercial agreements:

- Business owner

- Representative with authority


## Agreement Requirements



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

- Customer's printed name
- Customer's signature
- Agent's Name
- Agent's Signature
- Customer's Service Address
- Customer's Mailing Address, if different from Service Address; Account Holders name
- Agreement Sign date

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

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

$\boxtimes$ An agreement with a consumer must be accompanied by a disclosure statement and a price comparison form, and all documents must be signed by an authorized account holder
$\checkmark$ The OEB approved disclosure statement must not be altered
$\square$ The disclosure statement and price comparison form is required whether it is a new contract or the renewal of an existing contract
$\checkmark$ Price comparison forms are designed to Compare the LDC and energy marketer or retailer prices. All new agreements must be verified by phone


Please close this book now.

## Section 6 - Verification

The Verification process ensures that the consumer understands the details of the agreement by confirming some details.

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

- All door-to-door energy marketer or retailer agreements need to be verified by the consumer before the transfer request to the new marketer or retailer is sent to the LDC
- The verification must be completed between the the 10th day and 45th day after the consumer is left with a text-based copy of the agreement
- Verification can only be done by telephone on a recorded call.
- By a person who is not compensated for the outcome of the Verification result
- Use the OEB standard verification script.
- The script must be read verbatim
- The account holder, spouse and common law or agent of the account holder can complete the Verification
- Cannot subsequently contact the consumer again to verify that agreement thereafter.


## The Verification

Confirming the following

- That the call is being recorded
- They have the right to obtain a copy of the verification call recording within 10 days from requesting a copy
- Need to confirm they have received a copy of the agreement Disclosure Statement, and Price Comparison Form
- The price and term of the agreement, and that they wish to continue with the agreement
- Entering into the agreement is voluntary and any customer cancellation rights
- Savings are not guaranteed
- By entering into the agreement the marketer or retailer will be your new marketer or retailer for the commodity


## Verification Agent Responsibilities

On the Call Both the OEB Codes of Conduct and the Energy Consumers protection act Regulation set out your responsibilities in completing the Verification Call, which are as follows:

- Only use the applicable script approved for that purpose by the OEB
- Do not deviate from the applicable
 Board-approved script except
- To provide a factual answer to a question from the consumer
- To provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative
- When required to terminate the call

$\square$ The verification must be completed before the enrolment transfer request is sent to the LDC
$\checkmark$ The account holder, their agent, their spouse, or their common law spouse can complete the verification on behalf of the customer
$\checkmark$ The script for the verification call is standard for all Ontario energy marketers or retailers
$\checkmark$ The verification agent can only deviate from the applicable OEB approved script to provide a factual answer from the consumer and when required must terminate the call
$\checkmark$ Verification agents are not allowed to - Make a statement of a promotional nature; Ignore statements that suggest an unfair practice has occurred; Deviate from the script in certain circumstances.


Please close this book now.

# Section 7 - Renewals and Amendments 

## Ontario Regulations Outline Rules

We will review the process involved when renewing or extending a consumer agreement. Ontario Regulations outline the rules for the renewal or Amendments of an existing agreement. The following rules apply for renewal or Amendments packages sent to small volume consumers.

- Prior to the expiry of an existing agreement a marketer or retailer must provide renewal information to a customer if the marketer or retailer wishes to offer the customer an option to renew their agreement
- The marketer or retailer needs to send the renewal package to the customer between 120 and 60 days before the expiry of the current agreement
- The Package will include: proposed agreement, 2 copies each of the disclosure statement, price comparison form and renewal form
- The new term and pricing as well as changes to comply with applicable laws are the only changes allowed for the renewal of an agreement


## Automatic Renewal

In the case of electricity agreements a marketer or retailer is not allowed to offer an automatic renewal, however a natural gas agreement may be automatically renewed in accordance with the following conditions:

- Maximum term for automatic renewal is one year
- The renewal price may not be higher than the price of the current agreement
- Customer or marketer can cancel the renewed gas agreement anytime without penalty
- Agreement may only be automatically renewed once only and for a term of up to 1 year


## Renewal Cancellation Rights

The customer cancellation rights are different in the case of an agreement renewal. The consumer may notify us within 14 days after accepting the renewal agreement. Can be provided by phone or in writing. If by phone the Marketer is required to send written confirmation of the cancellation to the customer. Following the receipt of the renewal package, if the consumer notifies Just Energy that they do not wish to renew or extend an agreement, whether as part of a renewal call or by separate notice, Just Energy cannot contact the customer for the purpose of obtaining the renewal of that agreement.
$\checkmark$ Renewal packages sent to customers
$\checkmark$ Must include the proposed agreement, Disclosure Statement, Price Comparison Form and Renewal Form, including Just Energy's toll free number
$\checkmark$ Customers will receive the renewal package between 120 and 60 days before their current agreement expires
$\square$ In the case of a natural gas agreement, it will be automatically renewed if the customer does not notify just energy otherwise
$\square$ There are no automatic renewals for electricity
$\checkmark$ Verification agents should follow the renewal script
$\checkmark$ The new term and pricing are the only changes allowed for the renewal of an agreement


Please close this book now.

## Section 8 - Consumer Cancellation Rights

In this section we will look at the consumer rights as it pertains to cancellation and the rules surrounding cancellation of the agreement with Just Energy. In the event a consumer wishes to cancel their agreement with Just Energy early termination fees may not be applied in the following cases.

- 10-Day Cooling Off Period;
- Within 10 days from being left with a copy of the text-based agreement, the disclosure statement, and price comparison form
- Verification Call: consumer advises they do not wish to proceed with the agreement
- Consumer cannot/does not verify that the agreement
- Disclosure Statement or Price Comparison documents were left
- The verification agent identifies or has reason to believe that an unfair practice has occurred during the sales process
- In the case of Electricity agreements, 30-Days after receiving their first bill under the agreement
- In the case of customer Moves. If the consumer permanently moves to another location
- Where the consumer is currently with another Marketer or Retailer
- If the consumer's new contract term with Just Energy overlaps with another marketer or retailer's existing contract term, and the consumer subsequently requests cancellation of Just Energy's agreement during the term. That would have been remaining on the original marketer or retailer's contract
- Incomplete or non-compliant agreement; if the agreement, disclosure form, or the price comparison forms were not fully and accurately completed, or were not compliant with the regulations
- Unfair Practice: if the Marketer or retailer or anyone acting on behalf of the marketer or retailer engages in unfair practices
- In the case of a natural Gas agreement which has been Automatically Renewed
- The customer may cancel the renewal at any time without paying exit fees
- The marketer or retailer may automatically renew or extend the term of a contract for a period of up to one year
- Where a marketer or retailer's agreement provides for the payment of Exit Fees in the case of early agreement termination, the marketer or retailer may not charge a consumer more than the prescribed amounts
- For Natural gas agreements, no more than $\$ 100$ per year or partial year remaining on the agreement if customer's last 12 months consumption is less than 3,500 cubic meters
- If the customers consumption is higher than the exit fee can be charged at 5 cents per cubic meter for the expected consumption over the remaining term of the agreement
- For electricity agreements, $\$ 50$ per year or partial year remaining on the agreement term if customers last 12 months consumption is less than $15,000 \mathrm{kWh}$ per year; otherwise 1.5 cents per kWh on expected consumption, for the remaining term
$\checkmark$ All customers have a 10-day cooling off period in which to cancel the agreement without fees
$\checkmark$ In the case of an electricity agreements customers have an extended cancellation right of up to 30 days after the issuance of their first bill without fees
$\checkmark$ Consumers may cancel an agreement at any time without fees if an unfair practice has taken place
$\square$ In all cases the marketer or retailer must process the cancellation within 10 days of notification from the customer.
$\checkmark$ If the consumer permanently moves location exit fees cannot be applied
$\square$ The consumer can cancel without penalty if the contract, Disclosure Statement or Price Comparison Form were not fully and accurately completed
$\checkmark$ If a typical natural gas residential consumer decides to cancel a valid agreement the energy marketer or retailer may not charge more than $\$ 100$ per remaining year left on the agreement or $\$ 50$ for year remaining for electricity
V In the case of a contest the existing marketer or retailer must notify the consumer within 5 days of fees payable or due under the contract in the case of cancellation

Please close this book now.

This is Exhibit "N"
referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019

$\begin{array}{ll}\text { From: } & \text { Nareg Sagatelian } \\ \text { Sent: } & \text { Tue 6/9/2015 7:14:52 PM (UTC) }\end{array}$
Subject: DNS LIST (June 9/15)
ICDNSList.pdf
Hello Fairview Calgary LEADERS !!!!!
I have kindly attached the recently updated DNS list for all of ALBERTA! make sure to look over the list EVERY MORNING before drops and notify your agents of the homes to avoid! Do not hesitate to ask me any questions or notify me if you have issues opening this email.
JUICE!

Thank you,
Nareg

This is Exhibit "O" referred to in the Affidavit of Richard Teixeira sworn before me this $11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

## To:

Johnny Lavoie[jlavoie@justenergy.com]; Regional Fairview (Brian)[BMarsellus@fairview.justenergysales.com]; Regional Kitchener (Daniel)[DCamirand@kitchener.justenergysales.com]; Daniel Gadoua[DGadoua@cambridge.justenergysales.com];Regional (Ray)[rrahaman@justenergysales.com]; Regional Islington (Kambiz)[KAvanestan@islington.justenergysales.com]; Regional Kichener (Joel)[jStewart@cambridge.justenergysales.com]; Regional (Andrew)[andrewd@cambridge.justenergysales.com]; Regional Yorkland (Gintaras)[gintaras.slizauskas@hudsonenergysales.com]; Regional Kitchener Commercial
(Jamie)[JBradstock@kitchener.justenergysales.com]; Regional (Jahan)[jsaffari@justenergysales.com]; Regional Oshawa
(Daniel)[dbromell@oshawa.justenergysales.com]; Valerie Green[Valerie.Green@hudsonenergysales.com]; Nadia
Fertile[NFertile@fairview.justenergysales.com]; Anita Perras[aperras@justenergy.com]; Ashley Miles[amiles@justenergy.com]; Bailey Dittburner[bdittburner@nationalhs.ca]; Admin Cambridge[admin@cambridge.justenergysales.com]; Admin
Kitchener[Admin@kitchener.justenergysales.com]; Admin Ottawa (JE)[admin@ottawa.justenergysales.com]; Admin Viking[admin@viking.justenergysales.com]; Una Karanovic[ukaranovic@viking.justenergysales.com]; Kayla Hebert[khebert@nationalhs.ca]; Regional Viking ( Andrija)[apopovic@viking.justenergysales.com]; Regional Etobicoke (John)[john.roche@hudsonenergysales.com]; Leanne Evans[Leanne.Evans@hudsonenergy.net]; Evelyn McDonald[EMacDonald@islington.justenergysales.com]; Regional (Ali)[azamany@justenergysales.com]; Courtney Macfarlane[CMacfarlane@justenergy.com]; Sydney Hogan[SHogan@justenergy.com]; Regional Oshawa (Finlay)[farnold@oshawa.justenergysales.com]; Bailey Dittburner[bdittburner@nationalhs.ca]; Indranie Persaud[IPersaud@fairview.justenergysales.com]; NHS Admin Ottawa[AdminOttawa@nationalhs.ca]
Cc: Jason Herod[JHerod@justenergy.com]; Richard Teixeira[RTeixeira@justenergy.com]; Jody Kelly[JoKelly@justenergy.com]; Steve Weber[SWeber@justenergy.com]; Karthik Aravind[KAravind@justenergy.com]; Bibiana Zovic[bzovic@justenergy.com]; Lora Futia[lfutia@justenergy.com]; Karen Marson[kmarson@justenergy.com]; Jacob Watson[jawatson@justenergy.com]; Alan Shulman[ashulman@justenergy.com]; Darren Pritchett[DPritchett@justenergy.com]; Humera Siddiqui[hsiddiqui@nationalhs.ca]; Henna Baig[hbaig@justenergy.com]; Steve Copeland[SCopeland@justenergy.com]; Arlene Young[AYoung@justenergy.com]; Ryan Parnell[rparnell@justenergy.com]; Ryan Howie[rhowie@justenergy.com]; Vanessa Ramnath[vramnath@justenergy.com]; Vanessa Anesetti-Parra[vanesetti@justenergy.com]; Nola Ruzycki[nruzycki@justenergy.com];
Dist_VendorManagement_Canada[Dist_VendorManagement_Canada@justenergy.com]; Eli Cranley[ecranley@justenergy.com]; Patti Chan[PaChan@justenergy.com]; Navik Mehta[NMehta@justenergy.com]; Jalani Williams[jawilliams@justenergy.com]; Megan Taylor[mtaylor@justenergy.com]; Navik Mehta[NMehta@justenergy.com]; Mahjabeen Choudhry[mchoudhry@justenergy.com]
From: Ravi Maharaj
Sent: $\quad$ Fri 9/19/2014 5:23:25 PM (UTC)
Subject: RE: MEMO: Ontario Reminders
Sudbury (Cease Marketing Permits).msg
iOS8 iPad.msg
Just Energy Nation Transition .msg
2014 Humanitarian Award.pdf

Hi Guys,

Just a few items to pass along:

Please ensure your Business Card Orders are up to date. This IC item is a non-negotiable OEB regulated requirement (along with their Badge and "We are not the utility" Pin). If you are having any issues with acquiring these items; please call me directly.

Just Energy Nation 2.0 will be released shortly! Please see attached for a summary of the exciting new changes.

Who would you nominate for the Humanitarian Award? (see attached)

A reminder of the Permit Tracker feature on the Extranet. The reason for this new feature is due to certain municipalities in Ontario becoming excessively rigid with their Permit request. If you plan on visiting any of the municipalities on the list below; we strongly suggest you complete this permit process, to avoid any issues. An unfortunate alternative is also to proactively avoid these locations. The following areas have been placed on this list:

- Timmins
- Thunder Bay
- Ingersoll
- Renfrew
- Woodstock.
- Smiths Falls
- Town of Perth
- Espanola
- Sudbury - please note that we are not to market in Sudbury without valid permits (see attached).

Please advise iPad ICs not to upgrade to iOS8 until we can test that our application works correctly. I will send out a notification when it is safe to update.

Please remember that at no time should any IC be present and/or assist a CX with the Portal Enrollment process. This is a nonnegotiable requirement.

Sales Trip Qualification is based on a $2 \%$ compliance ratio - please sit down with every agent within your office who has a ratio above $2 \%$ and create a plan to bring the agents ratio to below $2 \%$. The good news is no qualified IC in Ontario is currently above the $2 \%$. That is a testament to all of you; keep up the great work!

Please send new pictures of your New Agent Bonus Tracker Boards. This week should be a great recruiting week to add additional names on the board for next week's JOJ Week!

Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,
Your Friendly Neighborhood RSM


T 905.670.4440 x. 71245 | C 416.817 .9508
6345 Dixie Road Suite 200, Mississauga, Ontario, L5T 2E6
E-mail rmaharaj@justenergy.com | Web justenergy.com

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

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## From: Ravi Maharaj

Sent: Friday, September 05, 2014 1:50 PM
To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane; Sydney Hogan; Regional Oshawa (Finlay);

Bailey Dittburner; Indranie Persaud
Cc: Jason Herod; Richard Teixeira; Jody Kelly; Steve Weber; Karthik Aravind; Bibiana Zovic; Lora Futia; Karen Marson; Jac8b26 Watson; Alan Shulman; Darren Pritchett; Humera Siddiqui; Henna Baig; Steve Copeland; Arlene Young; Ryan Parnell; Ryan Howie; Vanessa Ramnath; Vanessa Anesetti-Parra; Nola Ruzycki; Dist_VendorManagement_Canada; Eli Cranley; Patti Chan; Navik Mehta; Jalani Williams; Megan Taylor; Ravi Maharaj; Navik Mehta
Subject: MEMO: Ontario Reminders

Hey Guys,

I just wanted to pass along a few items:

- A friendly reminder that ICs are not able to be present when potential CXs call into their LDC for personal account information. This is a privacy issue, and members of our teams should not be present during this timeframe. Let's make sure we empower them for success.
- Please ensure ICs are aware, and proactively reviewing the Do Not Solicit List prior to attending locations to work. This attention to detail will greatly assist with avoiding any complaints.
- A revised version of the New Agent Bonus Template has been sent your way. I have attached it here as a reference as well.
- A friendly reminder of the Permit Tracker feature on the Extranet. This was discussed at length during your recent Bi Weekly Calls with Vanessa. The reason for this new feature is due to certain municipalities in Ontario becoming excessively rigid with their Permit request. If you plan on visiting any of the municipalities on the list below; we strongly suggest you complete this proactive and voluntary permit process, to avoid any issues. An unfortunate alternative is also to proactively avoid these locations. The following areas have been placed on this list:
- Timmins
- Thunder Bay
- Ingersoll
- Renfrew
- Woodstock.
- Smiths Falls
- Town of Perth
- Once again, "door to door sales" will be a focus this fall. That being said, because we do things the right way; we should have nothing to worry about. Let's ensure we maintain the high level of excellence we expect of ourselves.
- Next Week is another Jump Out the Jar (JOJ); which leads us to our Quote of the Week, "Plan Your Work; then Work Your Pan".
- The Leadership Summit is almost here; will you order the Kobe Beef like Shaquille O'Neal?
- Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,

Your Friendly Neighborhood RSM

Ravi Maharaj
Regional Sales Manager - Eastern Canada

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From: Ravi Maharaj<br>Sent: Friday, August 29, 2014 11:24 AM<br>To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie);<br>Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane; Sydney Hogan; Regional Oshawa (Finlay); Bailey Dittburner<br>Cc: Jason Herod; Richard Teixeira; Jody Kelly; Steve Weber; Karthik Aravind; Bibiana Zovic; Lora Futia; Karen Marson; Jacob Watson; Alan Shulman; Darren Pritchett; Humera Siddiqui; Henna Baig; Steve Copeland; Arlene Young; Ryan Parnell; Ryan Howie; Vanessa Ramnath; Vanessa Anesetti-Parra; Nola Ruzycki; Alex Ahmed; Dist_VendorManagement_Canada; Eli Cranley; Patti Chan Subject: MEMO: Ontario Reminders

Hey Guys,
I just wanted to pass along a few items:

- Please be advised that the City of Sarnia DO NOT require us to get permits; as our OEB License will suffice. That being said, if you plan on visiting that area; we strongly suggest you print off the attached documentation and ensure your ICs have this on their person when working the area. This will ensure we put our teams in a position of empowerment and avoid any unwanted misconceptions.
- There are New PC Forms for Kitchener Utilities; effective September 1 ${ }^{\text {st }, ~ 2014 . ~ I ~ h a v e ~ a t t a c h e d ~ s o f t ~ c o p i e s ~ t o ~ t h i s ~ e m a i l . ~ T o ~}$ clarify, we are only able to sell some of our current Commercial MVC Offers in that area; not our current Residential Offers (JECP).
- Please be advised that the next two (2) JOJ Weeks will be:
- September $8^{\text {th }}, 2014$
- September $22^{\text {nd }}, 2014$
- Please remember that at no time should any IC be present and/or assist a CX with the Portal Enrollment process. This is a non-negotiable requirement.
- Please review the article (attached) regarding Essex Power now offering their own version of the Smart Stat. Knowledge is Power!
- Please see attached for a few pictures of Great New Agent Bonus Tracker Boards!!!
- A New JECP Brochure will be sent to you this week. The only change is the "enroll date" on the front will be October $31^{\text {st }}$ (the old version ended August $31^{\text {st }}$ ). She attached for a soft copy.
- The Leadership Summit is almost here; how do you take you Steak?
- The Quote of the Week is; "Motivation will get you going; HABIT will get you there" Zig Ziglar.

As always, if there are any concerns, please feel free to contact me.
Thanks,
Your Friendly Neighborhood RSM


T 905.670.4440 х. 71245 | C 416.817 .9508
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E-mail rmaharaj@justenergy.com | Web justenergy.com

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

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From: Ravi Maharaj<br>Sent: Friday, August 22, 2014 2:16 PM<br>To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane; Sydney Hogan; Regional Oshawa (Finlay); Bailey Dittburner<br>Cc: Jason Herod; Richard Teixeira; Jody Kelly; Steve Weber; Karthik Aravind; Bibiana Zovic; Lora Futia; Karen Marson; Jacob Watson; Alan Shulman; Darren Pritchett; Humera Siddiqui; Henna Baig; Steve Copeland; Arlene Young; Ryan Parnell; Ryan Howie; Vanessa Ramnath; Vanessa Anesetti-Parra; Ryan Howie; Nola Ruzycki; Alex Ahmed; Sarah Khan; Dist_VendorManagement_Canada; Eli Cranley; Patti Chan; Mahjabeen Choudhry; Megan Taylor; Ravi Maharaj<br>Subject: MEMO: Ontario Reminders

Hey Guys,

I just wanted to pass along a few quick hit items:

- The MVC $13^{\text {th }}$ Month Free Offer has now been extended for both the PPP and MPP products (effective August $25^{\text {th }}$, 2014). We have also included a Leave Behind Insert for the ICs to utilize (see attached) and promote the MVC Portal Reaffirmation. That being said, our current MVC MPP offers have been revised. Please see below for a summary of the changes:
- PPP Electricity and Gas remain the same.
- MPP Electricity:
- 0\% Green - 1.19c/kWh
- $20 \%$ Green -1.65c/kWh
- $100 \%$ Green - $2.39 \mathrm{c} / \mathrm{kWh}$
- Please be advised that for the Payroll Date of August $11^{\text {th }}, 2014$ the MVC Paper Contract Conversion Ratio was $17.31 \%$; whereas the MVC Portal Contract Conversion Ratio was $100 \%$... "Men Lie, Women Lie, Numbers Don't". I would be remiss if I did not acknowledge Kam (Islington), Jamie (Kitchener Commercial), and Finlay (Oshawa Commercial) for really
committing to this expectation. That being said, please be reminded that our MVC Offers are only applicable to Commercial CXs; not Residential.
- Please be advised of the New Permit Tracker feature on the Extranet. This will be discussed at length during your next BiWeekly Calls with Vanessa. The reason for this new feature is due to certain municipalities in Ontario becoming excessively rigid with their Permit request. If you plan on visiting any of the municipalities on the list; we strongly suggest you complete this proactive and voluntary permit process, to avoid any issues. The following areas have been placed on this list:
- Timmins
- Thunder Bay
- Sarnia
- Ingersoll
- Renfrew
- Woodstock.
- As a friendly reminder, out current Rate Escape Option is only valid for our current Residential JECP product. This additional feature is currently not available for our Commercial MVC Offers.
- The New iPad Ordering process is coming; have you sent in your broken and unusable iPads back to Head Office? (see attached)
- Please be advised that if there are any Call Center / CSR issues that require us to review the call; any combination of the following items would be very helpful to expedite the process:
- CSR Name and ID
- Customer Name and Account Number
- Customer phone number
- FPRC Code(s)
- Date and Time of Call
- Please be advised that the next three (3) JOJ Weeks will be:
- August 25 ${ }^{\text {th }}, 2014$
- September $8^{\text {th }}, 2014$
- September 22 ${ }^{\text {nd }}, 2014$
- The Leadership Summit is almost here; will you be eating Steak... or Beans?
- Admins / Recruiters - please send me a picture of your amazing New Agent Bonus Tracker Board!!
- Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.
Thanks,

Your Friendly Neighborhood RSM
Ravi Maharaj

T $905.670 .4440 \times .71245$ | C 416.817 .9508

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From: Ravi Maharaj<br>Sent: Friday, August 15, 2014 12:22 PM<br>To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie);<br>Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane; Sydney Hogan; Regional Oshawa (Finlay); Bailey Dittburner<br>Cc: Jason Herod; Richard Teixeira; Jody Kelly; Steve Weber; Karthik Aravind; Bibiana Zovic; Lora Futia; Karen Marson; Jacob Watson; Alan Shulman; Darren Pritchett; Humera Siddiqui; Henna Baig; Steve Copeland; Arlene Young; Ryan Parnell; Ryan Howie; Vanessa Ramnath; Vanessa Anesetti-Parra; Ryan Howie; Nola Ruzycki; Alex Ahmed Subject: MEMO: Ontario Reminders

Hey Guys,
I just wanted to pass along a few quick hit items:

- The New New Agent Bonus by Mr. Jody Kelly, your Favorite Director of Independent Contractor Thermostat Sales; is now Rocking and Rolling in Ontario. I have attached his initial email as a reference. At this point you should also be receiving and updated FPRC Report (inclusive of IC Start Date) as well as a Daily Install Report. Both of these items should provide you with the information to maintain continuous daily updates to your New Agent Tracker Boards. That being said, please see attached (and shout out to Erika!) for an awesome example of one of these NAB Boards! Let's commit to the expectation!
- When communicating with the Call Center; feel free to utilize the alpha-phonetic alphabet (Alpha, Bravo, Charlie, Delta) when conveying crucial validators. These include addresses, email addresses, ect. Attention to detail on these items will help us avoid unwanted data entry errors.
- I had sent out a significant email this week about some communication from Enbridge Gas to their customers. I have also attached that email here as a reference. Knowledge is Power.
- Please review and communicate another great article I have attached regarding Milton Hydro issuing a FREE Smart Stat to their customers. Knowledge is Power.
- The Bi-Weekly Compliance Calls are a great asset for us, to ensure we are on top of any minor issues, before they become major problems. One of the most important aspects of these calls, is attendance... : )
- The Next JOJ Week is 25AUG14; plan your work, then work your plan.
- Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.
Thanks,

From: Ravi Maharaj<br>Sent: Friday, August 08, 2014 12:39 PM<br>To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane; Sydney Hogan; Regional Oshawa (Finlay); Bailey Dittburner; Ravi Maharaj<br>Cc: Jason Herod; Richard Teixeira; Jody Kelly; Steve Weber; Pareet Rahul; Karthik Aravind; Bibiana Zovic; Lora Futia; Karen Marson; Jacob Watson; Alan Shulman; Darren Pritchett; Rosalba Gullo; Humera Siddiqui; Henna Baig; Sif Ali; Steve Copeland; Dist_VendorManagement_Canada; IC_Escalation_Canada; Stephanie Hamann; Arlene Young; Ryan Parnell; Ryan Howie; Vanessa Ramnath; Vanessa Anesetti-Parra<br>Subject: MEMO: Ontario Reminders

Hey Guys,

I just wanted to pass along a few quick hit items:

1. Please ensure your Business Card Orders are up to date. This IC item is a non-negotiable OEB regulated requirement (along with their Badge and "We are not the utility" Pin). If you are having any issues with acquiring these items; please call me directly.
2. I am pleased to announce that Gananoque is now able to be sold JECP. I am told this has not previously been the case. Please see the attached email for specific information on the issue; and shout out to Joel Stewart and Dan Gadoua for initiating the investigation. I know they are excited to share the great news with you all!!!
3. There have been some revisions to the current valid Ontario Utility Account Format List. I have attached the latest copy to this email. Admins - please print off and have visible for your teams.
4. I would like to remind everyone of two (2) very important emails for you to utilize for Call Center issues. These Email Distribution Lists were solely created to better assist your teams in the field.

- Dist VendorManagement_Canada@justenergy.com
- To clarify, the IC Escalation email should be used for crisis level Call Center issues that require immediate action. This can include Call Center Down, Call Center Closed, ect. There are numerous persons on this email group capable of handling a variety of time sensitive issues. Lastly, please be sure when forwarding these types of concerns, that you have also completed a test call to confirm the details you will be reporting.
- The Vendor Management email should be used for non-crisis Call Center issues that also need to be addressed. This can include CSR coaching opportunities, constructive criticism, and general Call Center feedback. Once again, when submitting these issues, the more information you can provide the better.
- Please add these emails to your address books and utilize them when needed; and as always, CC me on everything.

5. I will be visiting you starting next week to follow up on items I observed during my own Office Audits. Please ensure any pending items have been resolved by that time; especially with regards to the OEB requirements and Proctor process.
6. Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.
Thanks,
Your Friendly Neighborhood RSM
Ravi Maharaj

Regional Sales Manager - Eastern Canada

T 905.670.4440 x. 71245 | C 416.817 .9508
6345 Dixie Road Suite 200, Mississauga, Ontario, L5T 2E6
E-mail rmaharaj@justenergy.com | Web justenergy.com

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From: Ravi Maharaj
Sent: Thursday, July 31, 2014 5:10 PM
To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Natania Jackson; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane; Sydney Hogan; Ravi

Maharaj; finlay arnold (finarnold@yahoo.com); Finlay Arnold (NationalHS)
Cc: Jason Herod; Richard Teixeira; Jody Kelly; Steve Weber; Pareet Rahul; Karthik Aravind; Bibiana Zovic; Lora Futia; Kareg 633 Marson; Jacob Watson; Alan Shulman; Darren Pritchett; Rosalba Gullo; Humera Siddiqui; Henna Baig; Sif Ali; Steve Copeland; Natania Jackson
Subject: MEMO: Ontario Reminders

Hey Guys,

I just wanted to pass along a few quick hit items:

1. The Conversion Ratio of Deals that are reaffirmed via the MVC Portal since the re-launch has been $\mathbf{9 2 \%}$ ! There were only two (2) deals that were not converted; both due to Accounts in Arrears. This is a very empowering stat to reference to your teams. If at this point you are not aggressively pushing the portal option; you're not doing it right. That being said, special acknowledgement to Adam (Kitchener), Brenda (Kitchener), Oran (Islington), and Finlay (Oshawa); for setting the pace and doing it right.
2. A friendly reminder that the JECP program is a Residential Product; and should not be used to sign-up Commercial Business. These deals will not be processed.
3. I recently visited you all; and am pleased to advise that no major issues were observed with regards to processes and procedures. That being said, there were minor items that were left to be resolved; so please ensure these are completed. I will be completing a follow up to ensure you are all put in positions to succeed.
4. A friendly reminder that when completing Test Calls; please use Testzzz for both the First and Last Name. This will ensure the Test Account and Call is appropriately flagged.
5. Please ensure that Independent Contractors are wearing their Badge and "We Are Not the Utility" Pin. This is a nonnegotiable requirement.
6. Please ensure your Proctors are adhering to the OEB Proctor Step by Step. This document is a tool to ensure you are fully compliant to the very regulated process; use it to your advantage.
7. Please remember to submit your NAB Bonuses in a timely manner.
8. Please remember to utilize your JE Nation Points; prior to the end of the Month.
9. Please be advised that we have paired with a new Call Center. I actually went down to visit the team in Mississippi; and reinforced the Sales mentality that will ensure they are successful. That being said, please be mindful of this fact; and exhibit patience through their understandable learning curve. However, as always, feel free to forward specific examples to assist and expedite our new and eager teammates through their learning process.
10. Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,

Your Friendly Neighborhood RSM

Ravi Maharaj
Regional Sales Manager - Eastern Canada

From: Ravi Maharaj<br>Sent: Friday, July 04, 2014 12:40 PM<br>To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Natania Jackson; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane Cc: Jason Herod; Richard Teixeira; Jody Kelly; Steve Weber; Romina Ruben; Pareet Rahul; Karthik Aravind; Bibiana Zovic; Lora Futia; Stephanie Williams; Hugo Mazariegos; Karen Marson; Jacob Watson; Alan Shulman; Darren Pritchett Subject: MEMO: Ontario Reminders

Hey Guys,

I just wanted to pass along a few quick hit items:

- Please see attached for some helpful MVC Portal info. ICs should be aware of these requirements to avoid any issues on the $C X$ side during the enrollment process.
- That being said, I would like to congratulate "The Brad Stock from Bad Stock" aka Jamie (Kitchener) for already having 10+ Deals successfully reaffirmed on the MVC Portal! You're a Pillar in the Community Young Man!
- Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,

## Your Friendly Neighborhood RSM



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

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

From: Ravi Maharaj
Sent: Thursday, July 03, 2014 12:37 PM
To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Natania Jackson; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane
Cc: Jason Herod; Richard Teixeira; Rosalba Gullo; Markus Feldhofer; Vanessa Ramnath; Jody Kelly; Steve Weber; Stephanie Hamann; Romina Ruben; Nola Ruzycki; Eli Cranley
Subject: MEMO: Ontario Reminders

Hey Guys,

I just wanted to pass along a few quick hit items:

1. Soft copy of the Business Cards. Please save this item, and order as needed (attached).
2. Soft Copy of the Ontario JECP FAQ. This Binder Approved item can be very useful for new ICs (attached)..
3. Soft Copy of the Ontario JECP Market Details and Benefits. This Binder Approved item can be very useful for new ICs (attached).
4. Please ensure all ICs are wearing their "We Are Not The Utility" Pin; and let me know if you require additional stock at your offices.
5. Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,

Your Friendly Neighborhood RSM

Thanks,
Ravi
( $x 71245$ )
(416.817.9508)

[^7]Hi Guys,

Please be reminded of the following items:

1. Numerous new forms (effective July $\mathbf{1}^{\text {st }}$ ) were sent your way (attached); please ensure to discard all old forms.
2. The Ontario Welcome Call Scripts have been revised (attached); with a few exciting changes; including some verbiage to assist with IC misrepresentation allegations.
3. Please remember to read and communicated the very important reminder email sent out by Richard (attached).
4. Please remember to submit your New Agent Bonuses (NABs). As a reminder, this bonus is calculated as 1 JECP Deal $=\$ 10$. Please ensure to list the IC Start Date as well as corresponding FPRC Report \#s to expedite the process.
5. A friendly reminder that the Q2 Trip Points are coming to a close. That being said, IC's must have a compliance ratio of $2 \%$ and under in order to receive trip credits.
6. The MVC Portal is now operational; please ensure your ICs are aware, and are motivated to use this exciting tool.
7. Last but not least; please see below for some information on certain municipalities that you may want to keep "top of mind" while planning your Road Trips.

- Milton - Aggressive Utility; directs CXs to contact the OEB directly.
- Sudbury - $\$ 600$ Fine for working without a Peddlers Permit; strictly enforced.
- Thunder Bay - very diligent with requesting permits above and beyond our OEB License.
- Ingersoll - very diligent with requesting permits above and beyond our OEB License.
- Renfrew - very diligent with requesting permits above and beyond our OEB License.
- Woodstock - Do Not Solicit Area.
- Burlington - Do Not Solicit Area.

8. Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,

## Your Friendly Neighborhood RSM



T 905.670.4440 x. 71245 | C 416.817 .9508
6345 Dixie Road Suite 200, Mississauga, Ontario, L5T 2E6
E-mail rmaharaj@justenergy.com | Web justenergy.com

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

[^8]To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Natania Jackson; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali)
Cc: Romina Ruben; Steve Weber; Tetyana Dudnyk; Jody Kelly; Jason Herod; Richard Teixeira; Vanessa Ramnath; Keith Hudson; Ravi Maharaj
Subject: MEMO: Ontario Reminders
Hi Guys,
Please be reminded of the following items:

1. An updated Utility Account Format List was recently sent to you; please utilize this helpful tool and have it readily available, especially for newer ICs.
2. For any Account related inquiries; when able, please ensure to include a Contract ID and/or Account Number. This will help expedite the process.
3. A MEMO was sent this week regarding the current list of new business products being offered in Ontario. Please review this document if you have not already done so.
4. The Fixed Price for the Electricity PPP product has changed to 5.49 (3 Year) and 5.69 (5 Year). Please discard all old paperwork.
5. Same Day Installer Protocol: please ensure when ICs are calling in a same day installation; that they are referencing their Regional Office (for example, "Same Day Hespeler"). Also, please ensure ICs are requesting a same day installation only when they are actually capable of this feature.
6. Please remember to submit your New Agent Bonuses (NABs) Monthly. As a reminder, this bonus is calculated as 1 JECP Deal = $\$ 10$. Please ensure to list the IC Start Date as well as corresponding FPRC Report \#s to expedite the process.
7. The next JOJ Week will be June $30^{\text {th }}$; please remember to advise of your Road Trip locations well in advance so we can ensure you are set up for success.
8. Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,
Ravi
(x71245)
(416.817.9508)

[^9]Subject: MEMO: Ontario Reminders

Please be reminded of the following items:

1. If an IC comes across a Commercial SVC CX; please utilize MVC Paper to sign the CX.
2. If a potential CX is 15 RCE or above; please utilize Hudson Paper.
3. Please be reminded that we are currently NOT working in Burlington or Woodstock.
4. Please review the previous reminders (below) as a refresher was well.

As always, if there are any concerns, please feel free to contact me.

Thanks,
Your Friendly Neighborhood RSM

## From: Ravi Maharaj

Sent: Friday, April 25, 2014 11:49 AM
To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie);
Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Natania Jackson (NJackson@justenergy.com); Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert
Cc: Romina Ruben; Lora Futia; Steve Weber; Sif Ali; Tetyana Dudnyk; sales support; Jody Kelly; Robert Ambrous; Stephanie Williams; Steve Copeland; Jason Herod; Richard Teixeira; Sumit Sutaria; Manpreet Virmani; Niusha Kompani
Subject: MEMO: Ontario Reminders

Hi Guys,
Please be reminded of the following items:

- The New JECP Welcome Call Script has now been operational for a week. Please remind ICs of the exciting change at the beginning; where the IC \& CSR interaction now includes a scheduling aspect to create a smoother call process with the CX.
- Please remind the ICs of the Rate Escape Policy specifics; and ensure they are communicating accurate timelines to the CX. If you require further info please feel free to contact me.
- New Electricity PC Forms will be effective May $1^{\text {st }}$. Please be mindful of the form change; and ensure ICs are discarding the old forms. Let's be diligent with this; as I have seen far too many deals compromised due to bad paperwork.
- The Red Light / Green Light Rule; which is utilized to determine eligible customers, is operational with no issues. Please deter ICs from attempting to circumvent this process. This workaround is not needed; and results in unnecessary work and effort from the great teams that process our contracts. Let's ensure their efforts are focused on processing our deals!

As always, if there are any concerns, please feel free to contact me.

Thanks,

Ravi Maharaj
Regional Sales Manager (Ontario)
T 905.670.4440 ext: 71245 | C 416.817.9508
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
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This is Exhibit "P"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt


# REGIONAL DISTRIBUTOR \& ADMIN PERMIT HANDBOOK 

## 1. Door-to-Door Solicitation Permits

a. Definition of Solicitation Permits
b. Significance of Acquiring Permits
c. Penalties Associated with Not Acquiring Permits

## 2. Permit Process Requirements

a. 4 Week Sales Forecast
b. Permit Requirements of specified area
i. Accessing the permit request tracker
ii.Logging a request for permit requirements
c. Municipal Permit Confirmation Process
3. Questions and Escalations

## 1. Door to Door Solicitation Permits

Obtaining permits and liability insurance are crucial parts of our compliance for door-to-door marketing. As one of North America's largest energy retailers, it is absolutely mandatory for us to have the appropriate permits to market where applicable.

## a. What is a door-to-door solicitation permit?

A permit is a legal document, certificate or license allowing an individual, team or business to sell a product or service within a village, town or city. Each municipality defines the permit eligibility requirements and marketing parameters differently, so it is important to be aware of the specific requirements.

A few examples include:

- Time Restrictions: one village may prohibit marketing before 10AM and after 6:00PM, while an adjacent town may not have any marketing solicitation hour requirements;
- Background checks: some municipalities require background checks from the independent contractors hometown while others conduct their own state background checks and some require both;
- Duration: the duration of the permits could vary. One municipality may issue a permit for one day, three months or even a year; and
- Individual vs. Company: some municipalities will issue a company permit, while most require each individual marketer to apply for a permit.


## b. Why is it important?

If an independent contractor is found to be marketing without a permit, the consequences to your fellow marketers, yourself and the company can be severe. Independent contractors can be arrested, ticketed, fined, terminated and the permits for all Just Energy marketers can be revoked.

## c. Penalties associated with not acquiring a permit?

Penalties associated with marketing without a valid permit vary from municipality to municipality, but usually include court appearances, monetary fines and permit revocation. From a Corporate standpoint, a complaint will be logged and filed against any Independent Contractor that is found marketing without a permit where a permit is required. Consequences vary depending on market

## 2. Permit Process Requirements

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). Although it is the responsibility of the Regional Sales office to cover the actual monetary amount required in obtaining specific permits, Just Energy will support all Sales Offices by obtaining the necessary information required in order to obtain permits.

All "Permit Trackers" (previously stored on the Extranet) have been converted and placed into a Permit Requirement Database. It is the responsibility of the Regional Sales Office to check this Permit Database for the applicable town/city/municipality/ village etc.. Permit requirements prior to marketing in said town/city/municipality/village etc...

This Permit Requirement Database will store all the data a Sale Office will require in obtaining permits for their Sales team.

## a. 4-Week Sales Forecast Requirements

Since permit requirements are extremely different across the board, it is recommended that each Sales office creates a 4 week rolling Sales Forecast to enable them to plan accordingly on which area they wish to market in.

## Suggested Template:

- Each month, develop a marketing plan before the 1st date of the upcoming month
- You will forward your marketing plan to your RSM - within the forecast template (below)

| Week | Town Names |
| :---: | :---: |
| May 4-10 |  |
| May 11-17 |  |
| May 18-24 |  |
| May 25-31 |  |

## Rule of thumb:

- ONLY forecast villages, towns or cities that you wish to sell in during the forecasted week
- If you have any change in your forecast before an upcoming week, any applicable permit requirement gathering is required to be sent 2 weeks prior to the predicted market entry.
- On an ongoing basis, we must immediately report any problems encountered in the permitting process, as well as any problems encountered with law enforcement or local officials, so head office can assist in mitigating issues.


## b. Permit Requirements of specified area:

The Regional Sales Office will utilize the 4 week sales forecast to identify which areas require permits vs. not by searching through the Permit Requirement Database.

This Database is a tool designed to assist all Regionals, Crew Coordinators, IC's and Admins by giving a simplified view on the marketing requirements of each municipality, town, village, city etc...

Where permit information of said area does not exist or is required to be updated, the Regional Sales Office is required to request to have the information updated in the Permit Requirement Database (located on the Extranet), three weeks prior to the intended marketing date. Just Energy strives to control the turnaround time to be within 5 business days; however there might be times that there may be a delay.

Please Note: If the Independent Contractor is told the contrary or denied permit by a municipal office that differs from the requirements outlined in the database, the Regional Office should escalate the issue to our Regulatory Department to re-verify the requirements and update the database accordingly.

## Accessing the Permit Requirement Database Tracker

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


Just Energy © 2015 - Just Energy Permit Tracker

| 國 Requireme | - Just Eners $x$ |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\leftarrow \rightarrow C$ | Q https://sb | dev-je-p | mit-tracker.a | reweb | ites.net/Re | uirements |  | is | ミ |
| [8] | Home Re | quirement | Permis |  |  | 0, webtesta | levsolidbase | imicrosoft com |  |
| New + | Jurisdic | on: | aware (DE) |  | County I | unicipality | Type to sear |  |  |
| Ref <br> \# | Jurisdiction | County | Municipality | Status | Marketing Permitted | Permits Required | Population | Marketing Hours |  |
| 1 | Delaware (DE) | New Castle County | Bellefonte | Open | Yes | Yes | 0 | $\begin{aligned} & \text { 9am - } \\ & 9 \mathrm{pm} \end{aligned}$ |  |
| 2 | Delaware (DE) | Kent County | Berrytown | Open | No | No | 0 | $\begin{aligned} & 9 \mathrm{am}- \\ & 9 \mathrm{pm} \end{aligned}$ |  |
| 3 | Delaware (DE) | Kent County | Berrytown | Open | Yes | No | 0 | $\begin{aligned} & \text { 9am - } \\ & \text { 9pm } \end{aligned}$ |  |
| 1002 | Delaware (DE) | New Castle County | Afton | Open | Yes | Yes | 0 | $\begin{aligned} & 9 \mathrm{am}- \\ & 9 \mathrm{pm} \end{aligned}$ |  |
| Showing 1 to 4 of 4 entries |  |  |  |  |  |  | Previous | 1 Next |  |

## Logging a Request for Permit Requirements/Update to 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.


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.

| Issue Tracker |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Issue Tracker -- number of records: 24 |  |  |  |  |  |  |  |  |
| Reference LD: |  |  | IC Code: $\square$ Request Status: | Request <br> Status: | Pending $\sim$ l $\begin{aligned} & \text { Request } \\ & \text { Type: }\end{aligned}$ |  | Al | $*$ |
| Regional office: |  | All | Assigned To: |  | 8. [1] | 60 | AI <br> Benefits Forms/Changes <br> Banking Info/Tax Forms <br> Commission Advance Request <br> Performance Review <br> Employee Info Change |  |
| Imp | ReferenceID | Request Type | Assigned To | IC Code | IC Name | Request Status |  |  |
|  | 111-16 | Permit Request | SP5_APP_IssueTracker_SalesSupport | 627001 | Nakia Olokun | Pending | IC info Change |  |
|  | 112-373 | Commission Advance Request - Reg Dist | SPS_APP_IssueTracker_SalesSupport | 15507165 | Darren Coish | Pending | Termination-Employee initiated Commission Ing - Volume Disputes |  |
|  | 005-71 | Commission Advance Request | SPS_APP_IssueTracker_Sales5upport | 631435 | Michael Olphant | Pending | Commission Ing - Missing Check <br> Commission Ing - Bonus |  |
|  | 038-265 | Commission Inq Missing Check | Comm Admin | 624684 | Mary Hebert | Pending | Commission Ing - Trip Points <br> Commission Inq - Pending Deal |  |
|  | 112-371 | Commission Advance Request - Reg Dist | Comm Admin | 15507165 | Darren Coish | Pending | Commission Ing - Other <br> Referral Forms <br> Commission Advance Request - Reg Dist |  |
|  | 112-372 | Commission Advance | Comm Admin | 15500365 | Mohanjeet | Pending | Permit Regust |  |

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.

Please Note: If the Regional Sales Office has more than one municipality / city / town etc... request, each has to be placed in individual issue trackers.

## c. Municipal Permit Confirmation Process

Before Independent Contractors start their day, it is imperative that they obtain a permit as applicable for the area(s) where solicitor permits are required. Regionals and Crew Coordinators must provide proof of permit acquisition for all IC's with his/her crew before marketing by capturing an image (using your tablet or smart phone) of the IC's badge with the permit and submitting this to the applicable email outlined below for specified area:

| Region | Jurisdiction | Email Address |
| :---: | :---: | :---: |
| Canada | Alberta | ABpermit@justenergy.com |
|  | British Columbia | BCpermit@justenergy.com |
|  | Manitoba | MBpermit@justenergy.com |
|  | Ontario | ONpermit@justenergy.com |
|  | Quebec | QBpermit@justenergy.com |
| Mid-West | Illinois | ILpermit@justenergy.com |
|  | Indiana | INpermit@justenergy.com |
|  | Michigan | MIpermit@justenergy.com |
|  | Ohio | OHpermit@justenergy.com |
| East | Pennsylvania | PApermit@justenergy.com |
|  | MA | MApermit@justenergy.com |
|  | New Jersey | NJpermit@justenergy.com |
|  | Georgia | GApermit@justenergy.com |
|  | Maryland | MDpermit@justenergy.com |
|  | New York | nypermit@justenergy.com |
|  | Delaware | DEpermit@justenergy.com |
| SouthWest | California | CApermit@justenergy.com |
|  | Texas | TXpermit@justenergy.com |

## Example shown below:

To: nypermit@justenergy.com

Subiect: Town Name Permit

3. Questions and Escalations

| For the EAST | Name | Title | Email | Phone |
| :--- | :--- | :--- | :--- | :--- |
|  | Ryan Parnell | Regional Sales Manager - <br> East | rparnell@justenergy.com | $416-993-3626$ |
|  | Karla Parez | Municipal Customer Service | kparez@justenergy.com | $905-670-4440 \times 78421$ |
|  | Kandi Terry | Government Relations | kterry@justenergy.com | $518-669-9847$ |


JE SmartStat Coordinators[Coordinators@justenergy.com]
Cc: Anthony Fusco[afusco@justenergy.com]; Regional Fairview (Brian)[BMarsellus@fairview.justenergysales.com]; Ravi
Maharaj[rmaharaj@justenergy.com]; 'J Z (jahanzaeb@hotmail.com)'[jahanzaeb@hotmail.com]
From: IC Regional Fairview (Mithra)
Sent: $\quad$ Sat 1/10/2015 3:33:25 PM (UTC)
Subject: FW: Next Weeks Same Day Locations

Hi

I have received several requests for the whereabouts of our Sales Teams this week.
Please see the email thread below.
We advised on Saturday January $3^{\text {rd }}$ that this week's activity will be in Windsor and Richmond Hill.
A team is leaving on Sunday for the road and we are confirming that you have a SameDay Technician on route to Windsor for this week.

Thanks

From: IC Regional Fairview (Mithra)
Sent: Saturday, January 03, 2015 11:53 AM
To: JE SmartStat Coordinators
Cc: Regional Fairview (Brian); 'J Z (jahanzaeb@hotmail.com)'; Ravi Maharaj; Anthony Fusco; Regional Fairview (Daniel)
Subject: RE: Next Weeks Same Day Locations

Hi

Fairview will have two teams working in GTA this week and one team will road trip to Windsor next week. Be advised, our road trip team will drive to Windsor on Jan 11 to begin selling first thing Monday morning, Jan 12.

Jan 5 - Jan 11
Team 1 (5 IC's) - Richmond Hill
Team 2 (6 IC's) - Ajax

Jan 12 - Jan 18
Team 1 (5 IC's) - Richmond Hill
Team 2 (6 IC's) - Windsor

Thanks

From: JE SmartStat Coordinators
Sent: Saturday, January 03, 2015 11:44 AM
To: Regional (Andrew); Regional Kitchener (Joel); Regional (Ray); Regional Oshawa (Daniel); Regional Fairview (Brian); IC Regional Fairview (Mithra); J Z (jahanzaeb@hotmail.com)
Cc: Anthony Fusco; Arun Vyakaranam; JE SmartStat Coordinators; Ravi Maharaj
Subject: Next Weeks Same Day Locations

Hi ,

Can you please let us know which areas you will being doing same day sales so we can assign tech to be available in those areas. I would need this information before 4 PM Today so I can make the schedule for Monday.

Thank you.


## SHARMILAN VIJEY ASEGARAM

This is Exhibit " R "
referred to in the Affidavit of Richard Teixeira sworn before me this
$11^{\text {th }}$ day of January, 2019

agentoid Name
19856 Rosey Dixon
19856 Rosey Dixon
19984 M ohamedNawas Assan
19984 M ohamedNawas Assan
21948 Pradeep Para
21948 Pradeep Para
21948 Pradeep Para
25540 Qiong Li
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26173 Tais Bangala
26173 Tais Bangala
26173 Tais Bangala
26653 Lu Kui
26653 Lu Kui
26653 Lu Kui
27198 Roman Razumov
27198 Roman Razumov
27321 Cosmin Paul Serban
27321 Cosmin Paul Serban
28209 Paul Brady
28209 Paul Brady
28904 Jing Miao
28904 Jing Miao
28918 Syed Ahmed
28918 Syed Ahmed
29059 Arun Kumar Shrivastava
29059 Arun Kumar Shrivastava
32781 Degni Salanic
32781 Degni Salanic
32808 M att Pancer
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32846 M ichael Wilson
32846 M ichael Wilson
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32963 Richard Watt
32963 Richard Watt
32963 Richard Watt
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33050 Dana Brown
33050 Dana Brown
33050 Dana Brown
33295 M ichael Stanley
33295 Michael Stanley
33295 M ichael Stanley
33358 Brett Deguire
33358 Brett Deguire
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33358 Brett Deguire
33358 Brett Deguire
33736 Hang Zhao
33736 Hang Zhao
33736 Hang Zhao
34271 Gaysha Bennett
34271 Gaysha Bennett
34927 Paul Tremblay
34927 Paul Tremblay
35022 Daniel Syrus
35022 Daniel Syrus
35022 Daniel Syrus
35536 Andrei Iliescu
35536 Andrei Iliescu

Address
444 Lumsden Ave Apt \#1001, Toronto, ON, M 4C2L8
444 Lumsden Ave Apt \#1001, Toronto, ON, M 4C2L8
104 Berner Trail, Scarborough, ON, M 1H1N2
104 Berner Trail, Scarborough, ON, M 1H1N2
2786 Grand Canal St, Nepean, ON, K2JOT2
2786 Grand Canal St, Nepean, ON, K2JOT2
2786 Grand Canal St, Nepean, ON, K2JOT2
5793 Yonge St Apt 703, North York, ON, M 2M 0A9
5793 Yonge St Apt 703, North York, ON, M 2M 0A9
5793 Yonge St Apt 703, North York, ON, M 2M 0A9
16 Piggott M ews, Toronto, ON, M 9N0A4
16 Piggott M ews, Toronto, ON, M 9NOA4
16 Piggott M ews, Toronto, ON, M 9NOA4
53A Sumac St, Ottawa, ON, K1J7T7
53A Sumac St, Ottawa, ON, K1J7T7
53A Sumac St, Ottawa, ON, K1J7T7
8 Royal Colwood Crt, Concord, ON, L4K2J3
8 Royal Colwood Crt, Concord, ON, L4K2J3
287 Rue Champlain Apt A, Salaberry de Valleyfield, QC, M 2J4E2
287 Rue Champlain Apt A, Salaberry de Valleyfield, QC, M 2J4E2
2019 Ogilvie Road, Ottawa, ON, K1J7P2
2019 Ogilvie Road, Ottawa, ON, K1J7P2
457 Dalmuir M ews, M ississauga, ON, L4G3W2
457 Dalmuir M ews, M ississauga, ON, L4G3W2
1203 Wadebridge cres., Oshawa, ON, I1k2v5
1203 Wadebridge cres., Oshawa, ON, I1k2v5
50 Kingsbridge Garden Circle Suite 311, M issiassuga, ON, L5R1Y2
50 Kingsbridge Garden Circle Suite 311, M issiassuga, ON, L5R1Y2
7 Yarrow Crt, Kitchener, ON, N2E4C4
7 Yarrow Crt, Kitchener, ON, N2E4C4
54 Olive Ave, Toronto, ON, M 6G1V1
54 Olive Ave, Toronto, ON, M 6G1V1
54 Olive Ave, Toronto, ON, M 6G1V1
54 Olive Ave, Toronto, ON, M 6G1V1
2189 Dundas St Unit 34, London, ON, M 5V1H3
2189 Dundas St Unit 34, London, ON, M 5V1H3
2189 Dundas St Unit 34, London, ON, M 5V1H3
1246 Grandview St N, Oshawa, ON, L1K2L2
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1246 Grandview St N, Oshawa, ON, L1K2L2
1246 Grandview St N, Oshawa, ON, L1K2L2
265 Lawerence Ave Unit F1, Kitchener, ON, N2M 5R1
265 Lawerence Ave Unit F1, Kitchener, ON, N2M 5R1
265 Lawerence Ave Unit F1, Kitchener, ON, N2M 5R1
27 McCullock Cres, Ajax, ON, L1T3X1
27 M cCullock Cres, Ajax, ON, L1T3X1
27 McCullock Cres, Ajax, ON, L1T3X1
5812 Hwy 34, Lancaster, ON, K0C1N0
5812 Hwy 34, Lancaster, ON, KOC1N0
5812 Hwy 34, Lancaster, ON, K0C1N0
5812 Hwy 34, Lancaster, ON, K0C1N0
5812 Hwy 34, Lancaster, ON, K0C1N0
225 Van Horne Ave Apt 1106, North York, ON, M 2J2T9
225 Van Horne Ave Apt 1106, North York, ON, M 2J2T9
225 Van Horne Ave Apt 1106, North York, ON, M 2J2T9
45 Parsell Square, Scarborough, ON, M 1B2A5
45 Parsell Square, Scarborough, ON, M 1B2A5
10 Amblecote, Kitchener, ON, N2M 4S4
10 Amblecote, Kitchener, ON, N2M 4S4
105 Graydan Hall Drive Apt \#501, Toronto, ON, M 3A3B1
105 Graydan Hall Drive Apt \#501, Toronto, ON, M 3A3B1
105 Graydan Hall Drive Apt \#501, Toronto, ON, M 3A3B1
3205 Stonebrook Rd., Brights Grove, ON, NON1CO
3205 Stonebrook Rd., Brights Grove, ON, N0N1C0

| Province/State | Office |
| :---: | :---: |
| ON | Fairview |
| ON | Yorkland |
| ON | Fairview |
| ON | Yorkland |
| ON | Burnside |
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| ON | Yorkland |
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| ON | Yorkland |
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| ON | KPG Ottawa |
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| ON | Kitchener |
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| ON | Oshawa |
| ON | Ottawa |
| QC | Quebec |
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| ON | Fairview |
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| ON | York Mills |
| ON | Burnside |
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| ON | Fairview |
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agentoid Name
    3 6 1 1 2 ~ J u l i a n ~ A s i e d u
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    3 7 5 4 1 ~ K a l y a n ~ G o h a i n ~
    3 7 5 4 1 ~ K a l y a n ~ G o h a i n ~
    3 7 5 4 1 ~ K a l y a n ~ G o h a i n ~
    42367 Anthony Galiardi
    42367 Anthony Galiardi
    4 4 6 4 2 ~ J u n g n a m ~ K i m ~
    4 4 6 4 2 ~ J u n g n a m ~ K i m ~
    4 5 2 7 1 ~ R a m o n a ~ C h i s
    4 5 2 7 1 \text { Ramona Chis}
    4 5 4 4 9 ~ M ~ i k e ~ D o r a n ~
    45449 M ike Doran
    4 5 4 4 9 ~ M ~ i k e ~ D o r a n ~
    4 5 4 4 9 ~ M ~ i k e ~ D o r a n ~
    4 8 9 2 9 ~ J e r e k ~ H o d g e
    4 8 9 2 9 ~ J e r e k ~ H o d g e
    4 8 9 3 7 \text { Jian Dong Ma}
    4 8 9 3 7 \text { Jian Dong M a}
    4 8 9 5 5 \text { M ichael ChinAleong}
    4 8 9 5 5 ~ M ~ i c h a e l ~ C h i n A l e o n g ~
    4 8 9 9 6 ~ J a m e s ~ L o n g h u r s t
    4 8 9 9 6 ~ J a m e s ~ L o n g h u r s t
    4 8 9 9 7 \text { M ousen (Jason) Guo}
    4 8 9 9 7 \text { M ousen (Jason) Guo}
    4 9 0 3 0 \text { Victor Paukstys}
    4 9 0 3 0 ~ V i c t o r ~ P a u k s t y s
    4 9 0 3 0 \text { Victor Paukstys}
    4 9 0 4 6 \text { Dong Du}
    4 9 0 4 6 \text { Dong Du}
    4 9 0 7 1 ~ Y i z h o u ~ ( J o e ) ~ S h e n
    4 9 0 7 1 ~ Y i z h o u ~ ( J o e ) ~ S h e n ~
    4 9 0 8 7 \text { Irina M uharsky}
    4 9 0 8 7 \text { Irina M uharsky}
    4 9 1 2 0 ~ N e n g ~ S h a n ~ Z h a n g ~
    4 9 1 2 0 ~ N e n g ~ S h a n ~ Z h a n g
    4 9 7 3 9 \text { Andrew Elliott}
    4 9 7 3 9 \text { Andrew Elliott}
    51762 Robert Thompson
    51762 Robert Thompson
    5 2 5 8 7 \text { Lei Zhang}
    52587 Lei Zhang
    5 2 5 8 7 \text { Lei Zhang}
    58762 M ohammad Khan
    58762 M ohammad Khan
    61732 Corey M ayotte
    6 1 7 3 2 \text { Corey M ayotte}
    62788 Kyle Kolay
    62788 Kyle Kolay
    6 3 9 4 5 \text { LouisFrancois Courtemanche}
    6 3 9 4 5 \text { LouisFrancois Courtemanche}
    6 6 8 8 9 \text { Bonita Walsh}
    6 6 8 8 9 \text { Bonita Walsh}
    6 8 9 2 3 \text { Scott Eger}
    6 8 9 2 3 \text { Scott Eger}
    7 2 1 5 5 \text { Truong Phung}
    7 2 1 5 5 \text { Truong Phung}
    7 8 0 8 1 \text { Ryan Hood}
    7 8 0 8 1 \text { Ryan Hood}
    8 1 9 7 4 \text { Paul Primeau}
    8 1 9 7 4 \text { Paul Primeau}
    8 2 4 1 0 ~ S t e p h e n ~ G e r a k o p u l o s
    8 2 4 1 0 \text { Stephen Gerakopulos}
    8 2 9 1 6 \text { Samir Ficic}
    48996 James Longhurst
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Address
212111 Hickory Tree Road, Toronto, ON, M 9N3P9
212111 Hickory Tree Road, Toronto, ON, M 9N3P9
11 Dunbloor Road Unit 1109, Toronto, ON, M 9A0B2
11 Dunbloor Road Unit 1109, Toronto, ON, M 9A0B2
11 Dunbloor Road Unit 1109, Toronto, ON, M 9A0B2
100 Parkway Forest Dr Apt 1811, North York, ON, M 2J1L7
100 Parkway Forest Dr Apt 1811, North York, ON, M 2J1L7
58 Newton Drive, Toronto, ON, M 2M 2M 9
58 Newton Drive, Toronto, ON, M 2M 2M 9
435 Dicenzo Dr, Hamilton, ON, L9B0B3
435 Dicenzo Dr, Hamilton, ON, L9B0B3
219 Kingswood Drive Apt 56, Kitchener, ON, N2E3J5
219 Kingswood Drive Apt 56, Kitchener, ON, N2E3J5
219 Kingswood Drive Apt 56, Kitchener, ON, N2E3J5
219 Kingswood Drive Apt 56, Kitchener, ON, N2E3J5
25 Tapiola Crescent, Ottawa, ON, K1T2J7
25 Tapiola Crescent, Ottawa, ON, K1T2J7
54 Carey Cres, M arkham, ON, L3R3E5
54 Carey Cres, M arkham, ON, L3R3E5
172 Gas Lamp Lane, M arkham, ON, L6B 1K5
172 Gas Lamp Lane, M arkham, ON, L6B 1K5
69 Abbeywood Cr, Courtice, ON, L1E1P1
69 Abbeywood Cr, Courtice, ON, L1E1P1
79 Hillmount Rd, M arkham, ON, L6C2J2
79 Hillmount Rd, M arkham, ON, L6C2J2
1006 Rambleberry Ave, Pickering, ON, LIV5X7
1006 Rambleberry Ave, Pickering, ON, L1V5X7
1006 Rambleberry Ave, Pickering, ON, L1V5X7
135 Old Sheppard Ave, North York, ON, M 2J 3M 1
135 Old Sheppard Ave, North York, ON, M 2J3M 1
361 The West M all Apt 1606, Etobicoke, ON, M 9C1E8
361 The West M all Apt 1606, Etobicoke, ON, M 9C1E8
268 St Clarens Ave, Toronto, ON, M 6H3W3
268 St Clarens Ave, Toronto, ON, M 6H3W 3
43 Heatherside Dr, Scarborough, ON, M IW 1T6
43 Heatherside Dr, Scarborough, ON, M 1W 1T6
106 Rouse Ave., Cambridge, ON, N1R4M 8
106 Rouse Ave., Cambridge, ON, N1R4M 8
65 Endsleigh Cres., North York, ON, M 2J3N8
65 Endsleigh Cres., North York, ON, M 2J3N8
47 M andel cres, Richmond, ON, L4C9Z1
47 M andel cres, Richmond, ON, L4C9Z1
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37 Gennela Sq, Scarborough, ON, M 1B5A3
37 Gennela Sq, Scarborough, ON, M 1B5A3
46 Sahca Road, Cambridge, ON, N3C4A1
46 Sahca Road, Cambridge, ON, N3C4A1
671 St Clair Ave W, Toronto, ON, M 6C1A7
671 St Clair Ave W, Toronto, ON, M 6C1A7
19 Delaware ave apt 2, ottawa, ON, K2P0Z2
19 Delaware ave apt 2, ottawa, ON, K2POZ2
4590 Lincoln Ave, Beamsville, ON, LOR1B3
4590 Lincoln Ave, Beamsville, ON, LOR1B3
344 Waverley St Apt 203, Ottawa, ON, K2POW 5
344 Waverley St Apt 203, Ottawa, ON, K2POW 5
5651 Whitehorn Ave, Mississauga, ON, L5V2H1
5651 Whitehorn Ave, M ississauga, ON, L5V2H1
1325 10th Concession W , Puslinch, ON, NOB2JO
1325 10th Concession W , Puslinch, ON, NOB2JO
2065 M andison Ave, Sudbury, ON, P3A2P7
2065 M andison Ave, Sudbury, ON, P3A2P7
933 Erinbrook Crt, Kitchener, ON, N2E3S5
933 Erinbrook Crt, Kitchener, ON, N2E3S5
271 Oprington Place, Kitchener, ON, N2M 3P3

| Province/State | Office |
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| ON | Islington |
| ON | Toronto |
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| ON | Toronto |
| ON | Yorkland |
| ON | Fairview |
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| ON | Cambridge |
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| ON | Kitchener |
| ON | Burnside |
| ON | Fairview |
| ON | Fairview |
| SK | Fairview SK |
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| ON | Yorkland |
| ON | Oshawa |
| ON | York Mills |
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| ON | York Mills |
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agentoid Name
82916 Samir Ficic
85519 Sarah Kingdon
85519 Sarah Kingdon
86488 Leonard CinqM ars
86488 Leonard CinqM ars
88297 Ashley Kidd
88297 Ashley Kidd
91572 M aria Panagakos
91572 M aria Panagakos
91572 M aria Panagakos
91654 Shuai Zhang
91654 Shuai Zhang
92219 Alyssa Sproul
92219 Alyssa Sproul
92479 Kyle Stewart
92479 Kyle Stewart
92571 Philip Driedger
92571 Philip Driedger
92961 Jesse Kjos
92961 Jesse Kjos
93035 Francesca Reid
93035 Francesca Reid
93116 Nicole Armstrong
93116 Nicole Armstrong
93134 Goran M ilojevic
93134 Goran Milojevic
93255 Ernest Turriziani
93255 Ernest Turriziani
93340 Antoniesha Bailey
93340 Antoniesha Bailey
93553 Richard M aracle
93553 Richard M aracle
93738 Linda Ristevski
93738 Linda Ristevski
93739 Eugene Oleksiuk
93739 Eugene Oleksiuk
94158 Shayan Heravi
94158 Shayan Heravi
94259 Al Shavel
94259 Al Shavel
94593 M elissa Grosse
94593 M elissa Grosse
94875 Neil Stanton
94875 Neil Stanton
95475 Ting Zheng
95475 Ting Zheng
95476 Ryan Bailey
95476 Ryan Bailey
95476 Ryan Bailey
95895 Kirtan Vyas
95895 Kirtan Vyas
96187 Patrajie Sookdeo
96187 Patrajie Sookdeo
96207 Hong Le
96207 Hong Le
96675 Annie M buru
96675 Annie M buru
96676 Khieng Heng
96676 Khieng Heng
96676 Khieng Heng
96874 Alysha McKenney
96874 Alysha M CKenney
96874 Alysha M cKenney
96934 Joseph M ukiibi

Address
271 Oprington Place, Kitchener, ON, N2M 3P3
895 M axted Cres, Milton, ON, L9T4E2
895 M axted Cres, Milton, ON, L9T4E2
1404250 Heath St West, Toronto, ON, M 5P3L4
1404250 Heath St West, Toronto, ON, M 5P3L4
143 M ain St Apt 201, Brampton, ON, L6Y1N4
143 M ain St Apt 201, Brampton, ON, L6Y1N4
8 Scranton Rd, Scarborough, ON, M 1G1W7
8 Scranton Rd, Scarborough, ON, M 1G1W7
8 Scranton Rd, Scarborough, ON, M 1G1W7
50 Governor`s Road, Hamilton, ON, L9H5M 3 50 Governor`s Road, Hamilton, ON, L9H5M 3
35475 Lakeshore Road, Burlington, ON, L7L1E1
35475 Lakeshore Road, Burlington, ON, L7L1E1
279 Pastern Trail, Waterloo, ON, N2K3W7
279 Pastern Trail, Waterloo, ON, N2K3W7
1225 Rutherford Rd, Edmonton, AB, T6W 1H4
1225 Rutherford Rd, Edmonton, AB, T6W 1H4
70 Elliot Drive, Camrose, AB, T4V3X7
70 Elliot Drive, Camrose, $\mathrm{AB}, \mathrm{T} 4 \mathrm{~V} 3 \mathrm{X} 7$
242 Cedarbrae Apt\#A, Waterloo, ON, N2L4S7
242 Cedarbrae Apt\#A, Waterloo, ON, N2L4S7
920 Ormond Dr, Oshawa, ON, L1K3C2
920 Ormond Dr, Oshawa, ON, L1K3C2
1285 Queens Blvd Apt 5, Kitchener, ON, N2M 1C6
1285 Queens Blvd Apt 5, Kitchener, ON, N2M 1C6
170 M aria Antonia Road, Woodbridge, ON, L4H2S8
170 M aria Antonia Road, Woodbridge, ON, L4H2S8
41 M arkbrook Lane Apt \#504, Toronto, ON, M 9V5E6
41 Markbrook Lane Apt \#504, Toronto, ON, M 9V5E6
833 St John Rd E, Port Dover, ON, N0A1N2
833 St John Rd E, Port Dover, ON, N0A1N2
100 George Henry Blvd Apt 6, Toronto, ON, M 2J1E7
100 George Henry Blvd Apt 6, Toronto, ON, M 2J1E7
35 Sunplains Crescent, Etobicoke, ON, M 9C1M 4
35 Sunplains Crescent, Etobicoke, ON, M 9C1M 4
20 Harding Blvd Apt 601, Richmond Hill, ON, L4C9S4
20 Harding Blvd Apt 601, Richmond Hill, ON, L4C9S4
6021 Yonge St Apt 815, Toronto, ON, M 2M 3W2
6021 Yonge St Apt 815, Toronto, ON, M 2M 3W2
45A Altamont Rd, North York, ON, M 2M 1S6
45A Altamont Rd, North York, ON, M 2M 1S6
236347 Bowview Rd NW, Calgary, AB, T3B4L9
236347 Bowview Rd NW, Calgary, AB, T3B4L9
60 Calora Court, Scarborough, ON, M 1V2Z9
60 Calora Court, Scarborough, ON, M IV2Z9
19 Atkinson Ave, Scarborough, ON, M 1E4B6
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19 Atkinson Ave, Scarborough, ON, M 1E4B6
25 M cM aster Road, Orangeville, ON, L9W5K1
25 McM aster Road, Orangeville, ON, L9W5K1
337 Goldhawk Trail, Scarborough, ON, M IV4G2
337 Goldhawk Trail, Scarborough, ON, M 1V4G2
70 Hullmar Drive , North York, ON, M 3N2E4
70 Hullmar Drive, North York, ON, M 3N2E4
33 Snowcrest Ave, Toronto, ON, M 2K2K9
33 Snowcrest Ave, Toronto, ON, M 2K2K9
1665 Bristol Road West, M ississauga, ON, L5M 4B7
1665 Bristol Road West, M ississauga, ON, L5M 4B7
1665 Bristol Road West, M ississauga, ON, L5M 4B7
1233 Knight Trail, M ilton, ON, L9T6C4
1233 Knight Trail, M ilton, ON, L9T6C4
1233 Knight Trail, M ilton, ON, L9T6C4
Suite 12011215 Jasper Ave, Edmonton, AB, T5KOL5

| Province/State | Office |
| :---: | :---: |
| AB | Edmonton South |
| ON | Fairview |
| SK | Fairview SK |
| ON | Cambridge |
| ON | Yorkland |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Fairview |
| ON | Fairview North |
| ON | Yorkland |
| ON | Hamilton |
| ON | Kitchener |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Cambridge |
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| ON | Don Mills |
| ON | Yorkland |
| ON | Dundas |
| ON | Viking |
| ON | Don Mills |
| ON | Yorkland |
| ON | Fairview |
| SK | Fairview SK |
| AB | Edmonton Commercial |
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| ON | Fairview |
| SK | Fairview SK |
| ON | Fairview |
| AB | Fairview Calgary |
| SK | Fairview SK |
| ON | Kitchener |
| ON | Viking |
| ON | Fairview |
| ON | Yorkland |
| ON | Fairview |
| SK | Fairview SK |
| ON | Fairview |
| ON | Yorkland |
| BC | BCC Elite |
| ON | Cambridge |
| ON | Hespeler |
| ON | Fairview |
| AB | Fairview Calgary |
| SK | Fairview SK |
| ON | Fairview |

agentoid Name
96934 Joseph Mukiibi
96987 Paul Bromberg
96987 Paul Bromberg
97009 Chad Frison
97009 Chad Frison
97052 Jin Ting Song
97052 Jin Ting Song
97372 Roberta Walt
97372 Roberta Walt
97372 Roberta Walt
97489 M D Niaz
97489 M D Niaz
97518 Chong (Charlie) Liu
97518 Chong (Charlie) Liu
97585 Thomas Todd England Lehari
97585 Thomas Todd England Lehari
97610 Andrew Swatridge
97610 Andrew Swatridge
97844 Jamshid (Jim) Hadioonzadeh
97844 Jamshid (Jim) Hadioonzadeh
98127 Ryan McCreadie
98127 Ryan McCreadie
98310 Nadia Zenoglio
98310 Nadia Zenoglio
98967 Jahan Zaeb
98967 Jahan Zaeb
99163 Kia Kordestani
99163 Kia Kordestani
99217 Yong M ei Zhang
99217 Yong M ei Zhang
99506 Danielle LaRose
99506 Danielle LaRose
99506 Danielle LaRose
99506 Danielle LaRose
99647 Susan Sampson
99647 Susan Sampson
99684 M arilyn Sugarman
99684 M arilyn Sugarman
101072 Vernon Tang
101072 Vernon Tang
101418 Eric Cheng
101418 Eric Cheng
101818 Andre M arshall
101818 Andre M arshall
102097 M ichael Witt
102097 M ichael Witt
103636 Pierce Saunders
103636 Pierce Saunders
103794 Denna White
103794 Denna White
104169 Tamara Porter
104169 Tamara Porter
104688 M ortuza Awal
104688 M ortuza Awal
105142 Joshua Jafry
105142 Joshua Jafry
105847 Brandon Yuen
105847 Brandon Yuen
105855 Andrew McM aster
105855 Andrew M cM aster
105865 Jennifer Borg
105865 Jennifer Borg
105865 Jennifer Borg
105865 Jennifer Borg

Address
Suite 12011215 Jasper Ave, Edmonton, AB, T5KOL5
5722 Bishop Street, LaSalle, ON, N9H1N7
5722 Bishop Street, LaSalle, ON, N9H1N7
6035 105th St. Northwes, Edmonton, AB, T6H2N3
6035 105th St. Northwes, Edmonton, AB, T6H2N3
76 Whiteram Gate NE, Calgary, AB, T1Y5J6
76 Whiteram Gate NE, Calgary, AB, T1Y5J6
2007 Amherst Heights Dr, Burlington, ON, L7P3R3
2007 Amherst Heights Dr, Burlington, ON, L7P3R3
2007 Amherst Heights Dr, Burlington, ON, L7P3R3
10 Tuxedo Crt Apt 1212, Toronto, ON, M 1G3S4
10 Tuxedo Crt Apt 1212, Toronto, ON, M 1G3S4
1 Fountainhead Road Apt 2315, North York, ON, M 3J1K6
1 Fountainhead Road Apt 2315, North York, ON, M 3J1K6
81 Saybrook Ave, Toronto, ON, M 8Z2V6
81 Saybrook Ave, Toronto, ON, M 8Z2V6
380 Stillmeadow Circle, Waterloo, ON, N2L5M 2
380 Stillmeadow Circle, Waterloo, ON, N2L5M 2
315935 Sheppard Ave W, Toronto, ON, M 3H2T7
315935 Sheppard Ave W, Toronto, ON, M 3H2T7
20 Goldbeck Lane, Waterloo, ON, N2J4L1
20 Goldbeck Lane, Waterloo, ON, N2J4L1
33 Gabian Way Apt 508, Toronto, ON, M 6M 5 G8
33 Gabian Way Apt 508, Toronto, ON, M 6M 5G8
48 Chad Cres, Scarborough, ON, M 1B2Z6
48 Chad Cres, Scarborough, ON, M 1B2Z6
122 S St Andrews PI Apt 344, Los Angeles, CA, 90004
122 S St Andrews PI Apt 344, Los Angeles, CA, 90004
278 Broadview Ave, Toronto, ON, M 4M 2G7
278 Broadview Ave, Toronto, ON, M 4M 2G7
218 Ellington Drive, Toronto, ON, M 1R3Y4
218 Ellington Drive, Toronto, ON, M 1R3Y4
218 Ellington Drive, Toronto, ON, M 1R3Y4
218 Ellington Drive, Toronto, ON, M 1R3Y4
637 M cCowan Road Apt 3, Scarborough, ON, M 1J1K2
637 M cCowan Road Apt 3, Scarborough, ON, M 1J1K2
53 Combe Ave, North York, ON, M 3H4J5
53 Combe Ave, North York, ON, M 3H4J5
34 Clydesdale Rd, M arkham, ON, L3R3S9
34 Clydesdale Rd, M arkham, ON, L3R3S9
1101 Leslie St Apt 1201, North York, ON, M 3C4G3
1101 Leslie St Apt 1201, North York, ON, M 3C4G3
98 M ountain Rd, Chapel Island, NS, BOE3BO
98 M ountain Rd, Chapel Island, NS, BOE3BO
269 Pendermere Parkway, Toronto, ON, M 1C2S9
269 Pendermere Parkway, Toronto, ON, M 1C2S9
1091 Kingston Road Apt \#317, Toronto, ON, M 1N4E5
1091 Kingston Road Apt \#317, Toronto, ON, M 1N4E5
2 Edward Street, Ajax, ON, L1S1T8
2 Edward Street, Ajax, ON, L1S1T8
2041 Victoria Park Ave Apt \# 10, Scarborough, ON, M 1R1V4
2041 Victoria Park Ave Apt \#10, Scarborough, ON, M 1R1V4
77 Aylesbury Dr, Brampton, ON, L7AOW3
77 Aylesbury Dr, Brampton, ON, L7A0W3
17 Kerr street, Cambridge, ON, N1R4A2
17 Kerr street, Cambridge, ON, N1R4A2
66 Bradgate Drive, Thornhill, ON, L3T7L9
66 Bradgate Drive, Thornhill, ON, L3T7L9
318 Tagge Cresent, Kitchener, ON, N2K3R7
318 Tagge Cresent, Kitchener, ON, N2K3R7
259 Rue Champlain Apt. 201, Gatineau, QC, J8X3R9
259 Rue Champlain Apt. 201, Gatineau, QC, J8X3R9
259 Rue Champlain Apt. 201, Gatineau, QC, J8X3R9
259 Rue Champlain Apt. 201, Gatineau, QC, J8X3R9

| Province/State | Office |
| :---: | :---: |
| $A B$ | Unified - Edmonton |
| ON | Fairview |
| ON | Fairview North |
| AB | Edmonton South |
| ON | Kitchener |
| AB | Calgary South |
| ON | Fairview North |
| ON | Fairview |
| AB | Fairview Calgary |
| SK | Fairview SK |
| ON | Fairview |
| SK | Fairview SK |
| ON | Fairview |
| SK | Fairview SK |
| ON | Fairview |
| SK | Fairview SK |
| BC | BCC Elite |
| ON | Cambridge |
| ON | Fairview |
| ON | Yorkland |
| AB | Edmonton Commercial |
| ON | Kitchener |
| ON | Fairview |
| SK | Fairview SK |
| ON | Fairview |
| ON | Fairview North |
| ON | Ottawa |
| CA | San Bruno |
| ON | Fairview |
| SK | Fairview SK |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Oshawa |
| ON | Ottawa |
| ON | Fairview |
| ON | Yorkland |
| ON | Fairview |
| ON | Oshawa |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Fairview |
| ON | Islington |
| AB | Edmonton |
| ON | Kitchener |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Fairview |
| ON | Fairview West |
| ON | Fairview |
| $A B$ | Fairview Calgary |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Ottawa |
| ON | Viking |
| ON | Kitchener |
| ON | Kitchener-Resi |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Hespeler |
| ON | Kitchener |
| ON | Fairview |
| ON | Kitchener-Resi |
| ON | Ottawa |
| ON | Viking |


| agentoid | Name |
| :---: | :---: |
| 106212 | Nareg Sagatelian |
| 106212 | Nareg Sagatelian |
| 107349 | Christopher Charles |
| 107349 | Christopher Charles |
| 108242 | Ryan Clarkson |
| 108242 | Ryan Clarkson |
| 108242 | Ryan Clarkson |
| 108873 | M ilton Dawkins |
| 108873 | Milton Dawkins |
| 108873 | Milton Dawkins |
| 108873 | Milton Dawkins |
| 109687 | Isagani Cruz |
| 109687 | Isagani Cruz |
| 111203 | Quiana Cooke |
| 111203 | Quiana Cooke |
| 111203 | Quiana Cooke |
| 113295 | Oparo Onakoy |
| 113295 | Oparo Onakoy |
| 113957 | Oluwadamilola Awodu |
| 113957 | Oluwadamilola Awodu |
| 114223 | Daniel Hernandez |
| 114223 | Daniel Hernandez |
| 114223 | Daniel Hernandez |
| 114388 | M arina M anni |
| 114388 | M arina M anni |
| 115106 | Phillip Arruda |
| 115106 | Phillip Arruda |
| 115106 | Phillip Arruda |
| 115107 | Rachel Therenard |
| 115107 | Rachel Therenard |
| 116030 | Brian Hare |
| 116030 | Brian Hare |
| 116253 | Ariel Pacibe |
| 116253 | Ariel Pacibe |
| 117758 | Joy Aubow |
| 117758 | Joy Aubow |
| 117797 | M ohammad Ali Sharif M oghaddam |
| 117797 | M ohammad Ali Sharif M oghaddam |
| 118156 | William Gray |
| 118156 | William Gray |
| 118801 | Gregg Henshall |
| 118801 | Gregg Henshall |
| 119061 | Simranjeet Sangha |
| 119061 | Simranjeet Sangha |
| 119061 | Simranjeet Sangha |
| 121759 | Ryan M orris |
| 121759 | Ryan M orris |
| 122230 | Doan Nguyen |
| 122230 | Doan Nguyen |
| 122371 | Bahram Nemati |
| 122371 | Bahram Nemati |
| 122849 | Clinton Bangsoy |
| 122849 | Clinton Bangsoy |
| 122849 | Clinton Bangsoy |
| 124313 | Viacheslav Trigubovich |
| 124313 | Viacheslav Trigubovich |
| 124368 | Jennifer M anguma |
| 124368 | Jennifer M anguma |
| 125663 | M arilyn Lenhan |
| 125663 | M arilyn Lenhan |
| 125952 | M ichael Williams |
| 125952 | M ichael Williams |
| 126372 | M arco Barbi |
| 126372 | M arco Barbi |

agentoid Name
106212 Nareg Sagatelian
107349 Christopher Charles
107349 Christopher Charles
108242 Ryan Clarkson
108242 Ryan Clarkson
Ryan Clarkson

108873 Milton Dawkins
108873 M ilton Dawkins
108873 M ilton Dawkins
109687 Isagani Cruz
7 Isagani Cruz

111203 Quiana Cook
111203 Quiana Cooke
113295 Oparo Onakoy
113295 Oparo Onakoy
113957 Oluwada .
114223 Daniel Hernandez
114223 Daniel Hernandez

114223 Daniel Hernandez

114388 Marina Manni

115106 Philip Arruda
115106 Phillip Arruda
106 Phillip Arruda

115107 Rachel Therenard
116030 Brian Hare

116253 Ariel Pacibe
116253 Ariel Pacibe
117758 Joy Aubow
117797 M ohammad Ali Sharif M oghaddam
117797 M ohammad Ali Sharif M oghaddam
118156 William Gray
6 William Gray

118801 Gregg Henshall
119061 Simranjeet Sangha
119061 Simranje Sanga
121759 Ryan M orris
121759 Ryan Morris
122230 Doan Nguyen
doan Nguyen

122371 Bahram Nemat
122849 Clinton Bangsoy
122849 Clinton Bangsoy
122849 Clinton Bangsoy
124313 Viacheslav Trigubovich

124368 Jennifer M anguma
124368 Jennifer M anguma
Marilyn Lenhan

125952 M ichael Williams
125952 M ichael Williams

126372 M arco Barb

Address
34 BEAUM ONT DR, Ajax, ON, L1T1P8
34 BEAUM ONT DR, Ajax, ON, L1T1P8
24 Fireside Drive, Scarborough, ON, m4b2e9
24 Fireside Drive, Scarborough, ON, m4b2e9
16 Cedarwoods Cres Unit 1801, Kitchener, ON, N2C2L4
16 Cedarwoods Cres Unit 1801, Kitchener, ON, N2C2L4
16 Cedarwoods Cres Unit 1801, Kitchener, ON, N2C2L4
110 Parkway Forest Dr 1508, North York, ON, M 2J 1 L7
110 Parkway Forest Dr 1508, North York, ON, M 2J 1L7
110 Parkway Forest Dr 1508, North York, ON, M 2J 1 L7
110 Parkway Forest Dr 1508, North York, ON, M 2J 1 L7
42 Penhurst Ave, Etobicoke, ON, M 8Y3A8
42 Penhurst Ave, Etobicoke, ON, M 8Y3A8
4400 Jane Street Apt \# 808, Toronto, ON, M 3N2K4
4400 Jane Street Apt \# 808, Toronto, ON, M 3N2K4
4400 Jane Street Apt \# 808, Toronto, ON, M 3N2K4
20 Wakunda Place \#2, Toronto, ON, M 4A1A3
20 Wakunda Place \#2, Toronto, ON, M 4A1A3
413 Timbercroft Cres, Waterloo, ON, N2T2J2
413 Timbercroft Cres, Waterloo, ON, N2T2J2
2720 Cleveland St. Apt \# 1, Laredo, TX, 78043
2720 Cleveland St. Apt \# 1, Laredo, TX, 78043
2720 Cleveland St. Apt \# 1, Laredo, TX, 78043
430 River Road, Cambridge, ON, N3C2B7
430 River Road, Cambridge, ON, N3C2B7
256 St. Andrews St. Apartment \# 120, Cambridge, ON, N1S4T9
256 St. Andrews St. Apartment \# 120, Cambridge, ON, N1S4T9
256 St. Andrews St. Apartment \# 120, Cambridge, ON, N1S4T9
498 EdenValley Cres, Waterloo, ON, N2T1Y5
498 EdenValley Cres, Waterloo, ON, N2T1Y5
1262 Kane Road, M ississauga, ON, L5H2M 3
1262 Kane Road, M ississauga, ON, L5H2M 3
55 Campania Cr, Scarborough, ON, M 1V2E8
55 Campania Cr, Scarborough, ON, M 1V2E8
1784 Jane Streeet Unit 1, Toronto, ON, M 9N2T2
1784 Jane Streeet Unit 1, Toronto, ON, M 9N2T2
380 Balkan Rd , Richmond Hill, ON, L4K2P1
380 Balkan Rd , Richmond Hill, ON, L4K2P1
188 Cod Sell Avenue, Toronto, ON, M 3H3W 7
188 Cod Sell Avenue, Toronto, ON, M 3H3W 7
1210 Augusta Crt, Oshawa, ON, L1H7S9
1210 Augusta Crt, Oshawa, ON, L1H7S9
40 Yager Ave, Kitchener, ON, N2M 2M 9
40 Yager Ave, Kitchener, ON, N2M 2M 9
40 Yager Ave, Kitchener, ON, N2M 2M 9
21 Reynolds Street, Oakville, ON, L6S3J7
21 Reynolds Street, Oakville, ON, L6S3J7
60 Centerville St, Kitchener, ON, N2A1R9
60 Centerville St, Kitchener, ON, N2A1R9
32 Yongehurst Rd., Richmond Hill, ON, L4C3T2
32 Yongehurst Rd., Richmond Hill, ON, L4C3T2
47 M edoc Place, Thornhill, ON, L4J8Y9
47 M edoc Place, Thornhill, ON, L4J8Y9
47 M edoc Place, Thornhill, ON, L4J8Y9
1021 West Hastings St. 9th Floor, Vancouver, BC, V6E0C3
1021 West Hastings St. 9th Floor, Vancouver, BC, V6E0C3
160 Chester Le Blvd. Suite 76, Scarbroough, ON, M 1W2W7
160 Chester Le Blvd. Suite 76, Scarbroough, ON, M 1W2W7
73 Dickson Street Apt\#1, Cambridge, ON, N1R7A5
73 Dickson Street Apt\#1, Cambridge, ON, N1R7A5
4035 Erindale Station rd, M ississauga, ON, I5c3z2
4035 Erindale Station rd, M ississauga, ON, I5c3z2
8243 Fortress Dr SW, Calgary, AB, T3H0T8
8243 Fortress Dr SW, Calgary, AB, T3H0T8

| Province/State | Office |
| :---: | :---: |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Fairview |
| ON | Oshawa |
| ON | Cambridge |
| ON | Hespeler |
| ON | Kitchener-Resi |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Fairview North |
| ON | Ottawa |
| ON | Fairview |
| ON | Islington |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Ottawa |
| ON | Fairview |
| ON | Islington |
| ON | Hespeler |
| ON | Kitchener |
| TX | Laredo-JE |
| TX | North Loop |
| TX | North Loop East |
| ON | Hespeler |
| ON | Kitchener-Resi |
| ON | Kitchener |
| ON | Kitchener-Resi |
| ON | Mississauga |
| ON | Kitchener |
| ON | Kitchener-Resi |
| ON | Etobicoke |
| ON | Yorkland |
| ON | Fairview |
| AB | Fairview Calgary |
| ON | Fairview |
| ON | Yorkland |
| ON | Ottawa |
| ON | Viking |
| ON | Fairview |
| ON | Fairview North |
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| ON | Oshawa |
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| ON | Kitchener |
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| ON | Fairview |
| ON | Viking |
| ON | Kitchener |
| ON | Kitchener-Resi |
| ON | Ottawa |
| ON | Viking |
| ON | Fairview |
| ON | Fairview North |
| ON | Ottawa |
| AB | Edmonton Commercial |
| ON | Toronto |
| ON | Fairview |
| ON | Yorkland |
| ON | Hespeler |
| ON | Kitchener-Resi |
| AB | Calgary |
| ON | Toronto |
| AB | AB Perks |
| AB | Edmonton South |


agentoid Name
126372 Marco Barb
126372 Marco Barb
126466 Nathan Glover
126466 Nathan Glover
127358 Derek Wagler
8 Derek Wager

27360 Muhammad Sharif
127361 Jeremiah M utabazi
127361 Jeremiah M utabazi
127362 Elisha Ogbonna

127384 Anh Nguyen
127384 Anh Nguyen
1389 Arcenio Sawyers
Sawyers

127610 Kien Nguyen

127611 Carmen
127611 Carmen Best
127612 Leah M prison
127612 Leah M prison
128203 George Kuzmicz
128747 Farah M arhabi
128747 Farah M arhabi
129251 JoDell Brodhagen
129251 JoDell Brodhagen
129489 Ralph Schlueter
129489 Ralph Schlueter
130006 Rickaly Whyte
130006 Rickalya Whyte
130006 Rickalya Whyte
131929 M arc Pulmones
1929 M arc Pulmones

132028 M D Abdullah AI Noman
132616 M arc M arajh
132616 M arc M arajh
134523 Matthew Snow
134523 M atthew Snow
13408 Paul Amara
134740 Kym Haberman
134740 Kym Haberman
135130 Thang Do
135130 Thang Do
merton

135252 Amir M ohammad Pourheidari
135252 Amir Mohammad Pourheidari
136354 Julien M achabee
136354 Julien M achabee
Malik Garnett

136379 M alik Garnett
136505 Shane Eddy
136505 Shane Eddy
136509 Quintan Balfour

137625 John Zafiriou
137625 John Zafiriou

Address
8243 Fortress Dr SW, Calgary, AB, T3H0T8
8243 Fortress Dr SW, Calgary, AB, T3H0T8
8243 Fortress Dr SW, Calgary, AB, T3H0T8
4555 Cedarbrook Lane, Beamsville, ON, LOR1B5
4555 Cedarbrook Lane, Beamsville, ON, LOR1B5
2727 Line 29 RR 2, Tavistock, ON, NOB2R0
2727 Line 29 RR 2, Tavistock, ON, NOB2R0
87 Westwood Drive, Kitchener, ON, N2M 2K7
87 Westwood Drive, Kitchener, ON, N2M 2K7
391 Karn Street, Kitchener, ON, N2M 2C2
391 Karn Street, Kitchener, ON, N2M 2C2
180 Brybeck Cresent, Kitchener, ON, N2M 2C6
180 Brybeck Cresent, Kitchener, ON, N2M 2C6
35 M wat Blvd, Kitchener, ON, N2E1J1
35 M owat Blvd, Kitchener, ON, N2E1J1
727 Breakwater Cresent, Waterloo, ON, N2K4H8
727 Breakwater Cresent, Waterloo, ON, N2K4H8
35 M owat Blvd, Kitchener, ON, N2E1J1
35 M wat Blvd, Kitchener, ON, N2E1J1
6 M oyer Place, Kitchener, ON, N2H2S6
6 M oyer Place, Kitchener, ON, N2H2S6
300 Regina Street N, Waterloo, ON, N2J4H2
300 Regina Street N, Waterloo, ON, N2J4H2
12 Devonridge Crescent, Scarborough, ON, M 1C5A5
12 Devonridge Crescent, Scarborough, ON, M 1C5A5
133 Wynford Drive Apt \# 1102, Toronto, ON, M 3C0J5
133 Wynford Drive Apt \#1102, Toronto, ON, M 3C0J5
1635 Blair Rd. Apt\#4, Cambridge, ON, N3H4R8
1635 Blair Rd. Apt \#4, Cambridge, ON, N3H4R8
1 Cedarwoods Cres. Apt \#503, Kitchener, ON, N2C2C8
1 Cedarwoods Ores. Apt \#503, Kitchener, ON, N2C2C8
41 McCullock Cress, Ajax, ON, L1T3W9
41 McCullock Cress, Ajax, ON, L1T3W9
41 McCullock Ores, Ajax, ON, L1T3W9
41 McCullock Ores, Ajax, ON, L1T3W9
39 Waterloo Apt 3, Kitchener, ON, N2H3T8
39 Waterloo Apt 3, Kitchener, ON, N2H3T8
10077 Crescent PI., Toronto, ON, M 4C5L7
10077 Crescent PI., Toronto, ON, M 4C5L7
345 Dixon RD apt.203, Toronto, ON, M 9R1S6
345 Dixon RD apt.203, Toronto, ON, M 9R1S6
320 Biehn Drive, Kitchener, ON, N2R1C7
320 Biehn Drive, Kitchener, ON, N2R1C7
512 Stone Road, Aurora, ON, L4G6Z7
512 Stone Road, Aurora, ON, L4G6Z7
49 Bowerbank Drive, North York, ON, M 1M $1 Z 9$
49 Bowerbank Drive, North York, ON, M 1M 1 Z9
170 Sumach St Suite 802, Toronto, ON, M 5A3K3
170 Sumach St Suite 802, Toronto, ON, M 5A3K3
7 Reiber Crescent, Toronto, ON, M 2H1C3
7 Reiber Crescent, Toronto, ON, M 2H1C3
150 Graydon Hall Drive Apt\#2104, Toronto, ON, M 3A3B3
150 Graydon Hall Drive Apt \#2104, Toronto, ON, M 3A3B3
120B Lindenshade Dr, Ottawa, ON, K2J5R5
120B Lindenshade Dr, Ottawa, ON, K2J5R5
1415 Lawrence Ave West Apt \#219, Toronto, ON, M 6L1A9
1415 Lawrence Ave West Apt \#219, Toronto, ON, M 6L1A9
1415 Lawrence Ave West Apt \#219, Toronto, ON, M 6L1A9
917 Dundas Street west, Whitby, ON, Iln2n8
917 Dundas Street west, Whitby, ON, I1n2n8
8043655 Redmond Road, Mississauga, ON, L5B4A4
8043655 Redmond Road, Mississauga, ON, L5B4A4
58 There Crescent, Ottawa, ON, K2J2P6
58 There Crescent, Ottawa, ON, K2J2P6

agentoid Name
138085 Andrija Popovic
138085 Andrija Popovic
138450 Sarah Callon
138450 Sarah Callon
140035 Usman Din
140035 Usman Din
140153 Katiba Allen
140153 Katiba Allen
140153 Katiba Allen
140710 Petar Stojsin
140710 Petar Stojsin
140795 Dustin Suderman
140795 Dustin Suderman
140795 Dustin Suderman
140795 Dustin Suderman
142129 Alfred Ellis
142129 Alfred Ellis
144740 Ajai Raj
144740 Ajai Raj
144740 Ajai Raj
144879 Daniel Andrasi
144879 Daniel Andrasi
145165 M ark Vowles
145165 M ark Vowles
145230 Kiana DiazNiculescu
145230 Kiana DiazNiculescu
145572 Garrett Arsenault
145572 Garrett Arsenault
146082 Rahul Juthani
146082 Rahul Juthani
146082 Rahul Juthani
146393 Tatjana Sukovic
146393 Tatjana Sukovic
147060 Bilal Khan
147060 Bilal Khan
147914 Jesse Denstedt
147914 Jesse Denstedt
148097 Shanairah Downer
148097 Shanairah Downer
148524 M ohammad Khalilian
148524 M ohammad Khalilian
148679 Charles Gillyatt
148679 Charles Gillyatt
149456 Deborah Whiteman
149456 Deborah Whiteman
149461 Nikolina Popova
149461 Nikolina Popova
150683 Sebastien Botero Gutierrez
150683 Sebastien Botero Gutierrez
150684 Brayden Hastings
150684 Brayden Hastings
150844 Irene Wendje
150844 Irene Wendje
150861 M ohamed Farag
150861 M ohamed Farag
151133 Joseph Fausnight
151133 Joseph Fausnight
151229 Alvaro De Almeida
151229 Alvaro De Almeida
151738 Saiyed Ehtesham Bukhari
151738 Saiyed Ehtesham Bukhari
152013 Ryan Bijulisingh
152013 Ryan Bijulisingh
152023 Ricardo Wiggan

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1180 M isissauga Valley unit 90, Ottawa, ON, L5A3M 9
1180 M isissauga Valley unit 90, Ottawa, ON, L5A3M 9
3075 Bridletown Circle Unit 11, Scarboroough, ON, M 1W1S8
3075 Bridletown Circle Unit 11, Scarboroough, ON, M 1W1S8
8 Dalton Dr., Cambridge, ON, N3C0E7
8 Dalton Dr., Cambridge, ON, N3C0E7
1594 East 45th St, Cleveland, OH, 44103
1594 East 45th St, Cleveland, OH, 44103
1594 East 45th St, Cleveland, OH, 44103
172 Howard Pk Ave, Toronto, ON, M 6R1W1
172 Howard Pk Ave, Toronto, ON, M 6R1W1
Box 99 , Anola, M B, ROEOAO
Box 99 , Anola, MB, ROEOAO
Box 99 , Anola, M B, ROEOAO
Box 99 , Anola, MB, ROEOAO
1217 Hamilton Street Unit 4, Cambridge, ON, N3H3G4
1217 Hamilton Street Unit 4, Cambridge, ON, N3H3G4
32 Sundance Cres., Toronto, ON, M 1G2M 2
32 Sundance Cres., Toronto, ON, M 1G2M 2
32 Sundance Cres., Toronto, ON, M 1G2M 2
86 Bedell Cr, Whitby, ON, I1k2h8
86 Bedell Cr, Whitby, ON, I1k2h8
7652 Riverside Drivve, Port Franks, ON, N0M 2L8
7652 Riverside Drivve, Port Franks, ON, NOM 2L8
172 Sekura Cresent, Cambridge, ON, N1P7E7
172 Sekura Cresent, Cambridge, ON, N1P7E7
24 Toscana Dr., Whitby, ON, L1R2Z4
24 Toscana Dr., Whitby, ON, L1R2Z4
59 Pinto Drive, North York, ON, M 2J 3T9
59 Pinto Drive, North York, ON, M 2J3T9
59 Pinto Drive, North York, ON, M 2J3T9
265 M arkland drive 310, Torono, ON, M 9C1R5
265 M arkland drive 310, Torono, ON, M 9C1R5
108 Callaway Drive, Cambridge, ON, N3COB2
108 Callaway Drive, Cambridge, ON, N3C0B2
302 M illa Crt., Waterloo, ON, N2L6N4
302 M illa Crt., Waterloo, ON, N2L6N4
440 Rathburn Road Apt 313, Etobicoke, ON, M 9C3S7
440 Rathburn Road Apt 313, Etobicoke, ON, M 9C3S7
540 Sherbourne Street Apt\#1006, Toronto, ON, M 4X1L2
540 Sherbourne Street Apt\#1006, Toronto, ON, M 4X1L2
4 Fox Low Crescent, Cayuga, ON, N0A1E0
4 Fox Low Crescent, Cayuga, ON, N0A1E0
34 Oak Street, Cambridge, ON, N1R4K6
34 Oak Street, Cambridge, ON, N1R4K6
5 Falcon LAne, Scarborough, ON, M 1C1N7
5 Falcon LAne, Scarborough, ON, M 1C1N7
139 Fletcher Circle, Cambridge, ON, N3C2V3
139 Fletcher Circle, Cambridge, ON, N3C2V3
156 Bakersfield drive, Cambridge, ON, N1R6X7
156 Bakersfield drive, Cambridge, ON, N1R6X7
269 Shawnie Circle, Toronto, ON, M 2H2Y3
269 Shawnie Circle, Toronto, ON, M 2H2Y3
1460 Highland Road West Unit 2F, Kitchener, ON, N2N3K6
1460 Highland Road West Unit 2F, Kitchener, ON, N2N3K6
6 West Skyline Drive, North M anchester, IN, 46962
6 West Skyline Drive, North M anchester, IN, 46962
856 Stark Circle, milton, ON, L9T6Y7
856 Stark Circle, milton, ON, L9T6Y7
1742 Keele Street, York, ON, m6m3w8
1742 Keele Street, York, ON, m6m3w8
64 Kalahari road, Brampton, ON, I6r2p2
64 Kalahari road, Brampton, ON, I6r2p2
3256 Dovetale M ews, M ississauga, ON, L5L5G7

| Province/State | Office |
| :---: | :---: |
| ON | Ottawa |
| ON | Viking |
| $A B$ | Edmonton Commercial |
| ON | Toronto |
| ON | Hespeler |
| ON | Kitchener-Resi |
| OH | Beachwood |
| IN | Fort Wayne |
| ON | Islington |
| ON | Fairview North |
| ON | Viking |
| AB | Edmonton South |
| M B | M anitoba |
| SK | Saskatchewan |
| ON | Toronto |
| ON | Hespeler |
| ON | Kitchener-Resi |
| ON | Fairview |
| ON | Ottawa |
| ON | Yorkland |
| ON | Fairview West |
| ON | Oshawa |
| ON | Fairview |
| ON | York M ills |
| ON | Hespeler |
| ON | Kitchener-Resi |
| ON | Oshawa |
| ON | Yorkland |
| ON | Fairview |
| ON | Fairview North |
| ON | Yorkland |
| ON | Islington |
| ON | Viking |
| ON | Hespeler |
| ON | Kitchener-Resi |
| $A B$ | Edmonton South |
| ON | Kitchener-Resi |
| ON | Fairview North |
| ON | Viking |
| ON | Fairview |
| ON | Fairview West |
| ON | Hespeler |
| ON | Kitchener-Resi |
| ON | Cambridge |
| ON | Hespeler |
| ON | Fairview |
| ON | Fairview North |
| ON | Hespeler |
| ON | Kitchener-Resi |
| ON | Hespeler |
| ON | Kitchener-Resi |
| ON | Fairview |
| ON | Islington |
| ON | Cambridge |
| ON | Kitchener-Resi |
| IN | Fort Wayne |
| ON | ON Internal Sales |
| ON | Cambridge |
| ON | Kitchener-Resi |
| ON | Fairview North |
| ON | Viking |
| ON | Fairview West |
| ON | Oshawa |
| CA | Cali Pilot |

agentoid Name
152023 Ricardo Wiggan
152024 Huy Nguyen
152024 Huy Nguyen
152711 Shane Edwards
152711 Shane Edwards
152711 Shane Edwards
152724 Rafael Bastos Da Silva Filho
152724 Rafael Bastos Da Silva Filho
152725 Victoria Jessica M allari Dagossy
152725 Victoria Jessica M allari Dagossy
152825 Jianli Ren
152825 Jianli Ren
152831 Prince Kathuria
152831 Prince Kathuria
152832 Khalid Mehmood
152832 Khalid M ehmood
152906 ShaiiA nnna Cerdas Hinds
152906 ShaiiAnna Cerdas Hinds
153012 Joseph Pullalaythu
153012 Joseph Pullalaythu
153223 Keenan M iller
153223 Keenan Miller
153229 Husna Heidebrecht
153229 Husna Heidebrecht
153384 Trace Easton
153384 Trace Easton
153574 Kumar Gaurav
153574 Kumar Gaurav
153830 Jake Hopkins
153830 Jake Hopkins
154860 Kaprice Lammie
154860 Kaprice Lammie
155424 Kyeong Hoon Bag
155424 Kyeong Hoon Bag
155426 Nikko Northey
155426 Nikko Northey
155834 Elise Fantetti
155834 Elise Fantetti
156347 Elvin James Canonizado
156347 Elvin James Canonizado
156712 M atthew Whitelock
156712 M atthew Whitelock
156849 Henry Betancur
156849 Henry Betancur
156893 Janice Layugan
156893 Janice Layugan
156991 M uhammad Saigal
156991 Muhammad Saigal
157280 Richard Menard
157280 Richard Menard
157411 Jeffrey Hutchinson
157411 Jeffrey Hutchinson
157510 Graham Eidt
157510 Graham Eidt
157626 Na Liu
157626 Na Liu
157898 Priscille Giroux
157898 Priscille Giroux
158050 Tisean CaesarGabriel
158050 Tisean CaesarGabriel
158134 Susana Soler Roa
158134 Susana Soler Roa
158135 Sion Binyamin
158135 Sion Binyamin

Address
3256 Dovetale M ews, M ississauga, ON, L5L5G7
435 M iddlefield Rd Unit 61, Scarborough, ON, M 1S5W1
435 M iddlefield Rd Unit 61, Scarborough, ON, M 1S5W 1
3125 Gladish Grove , M ississauga, ON, L5M 0C3
3125 Gladish Grove , M ississauga, ON, L5M 0C3
3125 Gladish Grove , M ississauga, ON, L5M 0C3
211 St Patrick Street PH1C, Toronto, ON, M 5T2Y9
211 St Patrick Street PH1C, Toronto, ON, M 5T2Y9
4222 Kingston Rd Suite 1106, Toronto, ON, M 1E2M 6
4222 Kingston Rd Suite 1106, Toronto, ON, M 1E2M 6
43 Glen Watford Drive, Toronto, ON, M 1S2C2
43 Glen Watford Drive, Toronto, ON, M 1S2C2
2460 Eglinton Ave East Suite 512, Scarborough, ON, M 1K5J7
2460 Eglinton Ave East Suite 512, Scarborough, ON, M 1K5J7
39 Scotia Ave, Scarborough, ON, M 1L4E7
39 Scotia Ave, Scarborough, ON, M 1L4E7
125 Ewart Ave, Toronto, ON, M 6M 1N1
125 Ewart Ave, Toronto, ON, M 6M 1N1
11 Islington Drive, Brampton, ON, L6P3A6
11 Islington Drive, Brampton, ON, L6P3A6
142 Van Horne Ave, North York, ON, M 2J2T1
142 Van Horne Ave, North York, ON, M 2J2T1
120 Torresdale Ave Suite 1102, Toronto, ON, M 2R3N7
120 Torresdale Ave Suite 1102, Toronto, ON, M 2R3N7
28 M elody Road, Toronto, ON, M 9M 1C7
28 M elody Road, Toronto, ON, M 9M 1C7
81065 Forest M anor Rd, Toronto, ON, M 2J1M 5
81065 Forest M anor Rd, Toronto, ON, M 2J1M 5
2162 St. Clair Ave West, Toronto, ON, M 6W5C1
2162 St. Clair Ave West, Toronto, ON, M 6W5C1
88 Corporate Dr Suite 1801, Toronto, ON, M 1H3G6
88 Corporate Dr Suite 1801, Toronto, ON, M 1H3G6
64 Surbay Grove, M ississauga, ON, L5B2E1
64 Surbay Grove, M ississauga, ON, L5B2E1
100 Sprucewood Crt Suite 105, Scarborough, ON, M 1W2P2
100 Sprucewood Crt Suite 105, Scarborough, ON, M 1W2P2
144 Falconer Drive Apt\#6555, Mississauge, ON, L5N3N6
144 Falconer Drive Apt\#6555, Mississauge, ON, L5N3N6
5 Tangreen Court Suite 1006, North York, ON, M 2M $3 Z 1$
5 Tangreen Court Suite 1006, North York, ON, M 2M $3 Z 1$
78 Warren Road Apt \# 706, Toronto, ON, M 4V2R6
78 Warren Road Apt \#706, Toronto, ON, M 4V2R6
16A Elgin Street Apt \#110, Thornhill, ON, L3T4T4
16A Elgin Street Apt \#110, Thornhill, ON, L3T4T4
19 Terrydale Drive, Toronto, ON, M 3H5M 7
19 Terrydale Drive, Toronto, ON, M 3H5M 7
80 Absolute Ave Apt \#2309, M ississuaga, ON, L4Z0A5
80 Absolute Ave Apt \#2309, M ississuaga, ON, L4ZOA5
2365 Kennedy Road Apt\#503, Scarborough, ON, M 1T3G6
2365 Kennedy Road Apt\#503, Scarborough, ON, M 1T3G6
57 Bolster Lane, Uxbridge, ON, L9P1R8
57 Bolster Lane, Uxbridge, ON, L9P1R8
22 M CQuaid Court, Holland Landing, ON, L9N1E8
22 McQuaid Court, Holland Landing, ON, L9N1E8
11 Lee Centre Drive Apt \#2111, Scarborough, ON, M 1H3J5
11 Lee Centre Drive Apt \#2111, Scarborough, ON, M 1H3J5
3391 Bloor Street West \#215, Etobicoke, ON, m8x1g3
3391 Bloor Street West \#215, Etobicoke, ON, m8x1g3
10330 Yonge St Apt \#202, Richmond Hill, ON, L4C5N1
10330 Yonge St Apt \#202, Richmond Hill, ON, L4C5N1
10101 Yonge Street Apt \#509, Richmond Hill, ON, L4COV6
10101 Yonge Street Apt \#509, Richmond Hill, ON, L4COV6
85 Rejane Crescent, Thornhill, ON, L4J5A5
85 Rejane Crescent, Thornhill, ON, L4J5A5

| Province/State | Office |
| :---: | :---: |
| ON | Dundas |
| ON | Dundas |
| ON | Viking |
| ON | Dundas |
| ON | Fairview |
| ON | Toronto |
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| ON | Viking |
| ON | Fairview |
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| ON | Viking |
| ON | Fairview |
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| ON | Fairview |
| ON | Fairview North |
| ON | Fairview |
| ON | Fairview North |


| agentoid | Name |
| :---: | :---: |
| 158136 | Wai Kwong Fung |
| 158136 | Wai Kwong Fung |
| 158225 | M ichelle Tyrie |
| 158225 | M ichelle Tyrie |
| 158299 | Haider Ali |
| 158299 | Haider Ali |
| 158356 | Canute Rodney |
| 158356 | Canute Rodney |
| 158372 | Samantha Van Clieaf |
| 158372 | Samantha Van Clieaf |
| 158557 | Jacqueline James |
| 158557 | Jacqueline James |
| 159389 | Joshua Hargraves |
| 159389 | Joshua Hargraves |
| 159389 | Joshua Hargraves |
| 159389 | Joshua Hargraves |
| 159834 | Chukwuebuka Anyanwu |
| 159834 | Chukwuebuka Anyanwu |
| 160342 | M ark Geeter |
| 160342 | M ark Geeter |
| 160415 | Sheldon Rotman |
| 160415 | Sheldon Rotman |
| 160415 | Sheldon Rotman |
| 160795 | Umaru Barrie |
| 160795 | Umaru Barrie |
| 160909 | Christopher Gerardi |
| 160909 | Christopher Gerardi |
| 161096 | Guoyi Liu |
| 161096 | Guoyi Liu |
| 161154 | Azharuddin Ahmed |
| 161154 | Azharuddin Ahmed |
| 161419 | M agyori Quilarque Guanaguaney |
| 161419 | M agyori Quilarque Guanaguaney |
| 161844 | M oubarak Kanazoe |
| 161844 | M oubarak Kanazoe |
| 162178 | Forrest Dorion |
| 162178 | Forrest Dorion |
| 162274 | Sinthia Ingrid Yimga |
| 162274 | Sinthia Ingrid Yimga |
| 162297 | Jordan Hocevar |
| 162297 | Jordan Hocevar |
| 162373 | Robert Carpenter |
| 162373 | Robert Carpenter |
| 162514 | Jazib Azhar |
| 162514 | Jazib Azhar |
| 163028 | M ichael TaiebSimhovich |
| 163028 | M ichael TaiebSimhovich |
| 163055 | John Jose |
| 163055 | John Jose |

Address
4 St.M oritz Way Apt \#3, M arkham, ON, L3R4E8
4 St.M oritz Way Apt \#3, M arkham, ON, L3R4E8
795 M yrtle Road West, Ashburn, ON, LOB1A0
795 M yrtle Road West, Ashburn, ON, LOB1A0
127 Homestead Road, Scarborough, ON, M 1E3S1
127 Homestead Road, Scarborough, ON, M 1E3S1
341 Fernforest Dr, Brampton, ON, L6R1N2
341 Fernforest Dr, Brampton, ON, L6R1N2
41 Dundonald street, Toronto, ON, I7m4e7
41 Dundonald street, Toronto, ON, I7m4e7
740 York M ills Road Apt \# 1208, North York, ON, M 3B1W8
740 York M ills Road Apt \# 1208, North York, ON, M 3B1W8
53 Bergey Street, Cambridge, ON, N3C1P8
53 Bergey Street, Cambridge, ON, N3C1P8
53 Bergey Street, Cambridge, ON, N3C1P8
53 Bergey Street, Cambridge, ON, N3C1P8
10 Barlow Rd, Scarborough, ON, M 1G2B4
10 Barlow Rd, Scarborough, ON, M 1G2B4
89 Symington Ave, Toronto, ON, M 6P3W3
89 Symington Ave, Toronto, ON, M 6P3W3
23 Hollywood Ave, North York, ON, M 2N7L8
23 Hollywood Ave, North York, ON, M 2N7L8
23 Hollywood Ave, North York, ON, M 2N7L8
241 Seabrooke Drive, Hamilton, ON, L8E1N3
241 Seabrooke Drive, Hamilton, ON, L8E1N3
50 Lilly Valley Cres, King City, ON, I7b0b5
50 Lilly Valley Cres, King City, ON, I7b0b5
10 St Dennis Drive Apt \#431, Toronto, ON, M 3C1E9
10 St Dennis Drive Apt \#431, Toronto, ON, M 3C1E9
4673 Jane Street Apt \# 807, Toronto, ON, M 3N2L1
4673 Jane Street Apt \# 807, Toronto, ON, M 3N2L1
5 Edwin Ave, Toronto, ON, M 6P3Z5
5 Edwin Ave, Toronto, ON, M 6P3Z5
21 Lenthall Ave., Toronto, ON, M 1B2C7
21 Lenthall Ave., Toronto, ON, M 1B2C7
74 Falstaff Ave., North York, ON, M 6L2E3
74 Falstaff Ave., North York, ON, M 6L2E3
1094 Agincourt Road, Ottawa, ON, K2C2H8
1094 Agincourt Road, Ottawa, ON, K2C2H8
169 John St apt 503, Toronto, ON, n8w2s3
169 John St apt 503, Toronto, ON, n8w2s3
450 Daly Avenue, Ottawa, ON, K1P6E2
450 Daly Avenue, Ottawa, ON, K1P6E2
44 Rochman Blvd, toronto, ON, m1h1s2
44 Rochman Blvd, toronto, ON, m1h1s2
352 Front Street West Apt \#526, Toronto, ON, M 5V0K3
352 Front Street West Apt \#526, Toronto, ON, M 5VOK3
52 New Seabury Drive, Vaughan, ON, L4K2B8
52 New Seabury Drive, Vaughan, ON, L4K2B8

| Province/State | Office |
| :--- | :--- |
| ON | Fairview |
| ON | Fairview North |
| ON | Fairview |
| ON | Fairview North |
| ON | Fairview |
| ON | Fairview West |
| ON | Islington |
| ON | Mississauga |
| ON | Islington |
| ON | Viking |
| ON | Fairview North |
| ON | Yorkland |
| BC | 2476299 Ontario Inc-BC |
| AB | AB Perks |
| ON | Cambridge |
| ON | Kitchener-Resi |
| ON | Fairview |
| ON | Yorkland |
| ON | Fairview |
| ON | Fairview North |
| ON | Etobicoke |
| ON | Fairview North |
| ON | Yorkland |
| ON | Kitchener-Resi |
| ON | Viking |
| ON | Etobicoke |
| ON | Viking |
| ON | Fairview |
| ON | Fairview North |
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| ON | Yorkland |
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| ON | Yorkland |
| ON | Fairview North |
| ON | Yorkland |
| ON | Fairview |
| ON | Ottawa |
| ON | Fairview North |
| ON | Viking |
| ON | Fairview |
| ON | Fairview North |
| ON | Fairview North |
| ON | Viking |
| OAirview North |  |
| ONa | Ottawa |
| ON | Oth |
| ON |  |

This is Exhibit " S "
referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

Total Earned: 2012-2016


| IC Name | AgentOID | Address | State/ Province |  | $\begin{aligned} & \text { xYear } \\ & 2012 \end{aligned}$ |  | 2013 |  | 2014 |  | 2015 |  | 2016 | Grand Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Milton Dawkins | 10887 | 110 Parkway Forest Dr 1508, North York, ON, M 2J1L7 | AB |  |  | \$ | 20,298.59 | \$ | 1,866.88 | \$ | 405.75 | \$ | 2,183.65 | \$ | 24,754.87 |
|  |  |  | ON | \$ | 4,131.05 |  | 16,349.63 |  |  | \$ | 9,807.90 | \$ | 23,862.18 | \$ | 54,150.76 |
| Nareg Sagatelian | 106212 | 34 BEAUM ONT DR, Ajax, ON, L1T1P8 | AB | \$ | 10,251.46 |  | 33,598.59 | \$ | 90,415.09 | \$ | 89,730.70 | \$ | 22,038.93 | \$ | 246,034.77 |
|  |  | 94875236347 Bowview Rd NW, Calgary, AB, T3B4L9 |  | ON | \$ | 3,656.55 |  | 7,696.92 |  |  | \$ | 1,088.55 | \$ | 1,056.20 | \$ | 13,498.22 |
| Neil Stanton |  |  |  | AB |  |  |  | 58,567.14 | \$ | 57,225.31 |  |  |  |  | \$ | 115,792.45 |
|  |  |  |  | ON | \$ | 12,994.41 | \$ | 5,244.18 | \$ | 290.10 |  |  |  |  | \$ | 18,528.69 |
| Neng Shan Zhang | 4912043 Heatherside Dr, Scarborough, ON, M 1W1T6 |  | ON | \$ | 29,472.61 |  |  |  |  |  |  |  |  | \$ | 29,472.61 |
|  |  |  | SK | \$ | 7,003.72 |  |  |  |  |  |  |  |  | \$ | 7,003.72 |
| Qiong Li | 255405793 Yonge St Apt 703, North York, ON, M 2M 0A9 |  | ON | \$ | 1,317.07 |  |  |  |  |  |  |  |  | \$ | 1,317.07 |
|  |  |  | SK | \$ | 3,310.75 |  |  |  |  |  |  |  |  | \$ | 3,310.75 |
| Quiana Cooke | 1112034400 Jane Street Apt \#808, Toronto, ON, M 3N2K4 |  | AB |  |  |  | 41,925.53 | \$ | 13,182.73 | \$ | 703.60 | \$ | 2,096.35 | \$ | 57,908.21 |
|  |  |  | ON |  |  |  | 14,857.50 |  |  | \$ | 19,968.27 | \$ | 21,919.49 | \$ | 56,745.26 |
| Rickalya Whyte | 13000641 M cCullock Cres, Ajax, ON, L1T3W9 |  | AB |  |  | \$ | 3,901.28 | \$ | 70,069.86 | \$ | 40,928.57 | \$ | 14,060.10 | \$ | 128,959.81 |
|  |  |  | ON |  |  |  |  |  |  | \$ | 7,107.71 | \$ | 26,290.02 | \$ | 33,397.73 |
| Roberta Walt | 973722007 Amherst Heights Dr, Burlington, ON, L7P3R3 |  | AB |  |  | \$ | 128.60 |  |  |  |  |  |  | \$ | 128.60 |
|  |  |  | ON | \$ | 6,176.82 |  |  |  |  |  |  |  |  | \$ | 6,176.82 |
|  |  |  | SK | \$ | 4,162.95 |  |  |  |  |  |  |  |  | \$ | 4,162.95 |
| Ryan Bailey | 9547619 Atkinson Ave, Scarborough, ON, M 1E4B6 |  | AB |  |  |  | 582.22 |  |  |  |  |  |  | \$ | 582.22 |
|  |  |  | ON | \$ | 28,077.90 |  | 15,212.35 |  |  |  |  |  |  | \$ | 43,290.25 |
|  |  |  | SK |  | 10,193.14 |  |  |  |  |  |  |  |  | \$ | 10,193.14 |
| Samir Ficic | 82916271 Oprington Place, Kitchener, ON, N2M 3P3 |  | AB |  |  |  |  |  |  |  |  | \$ | 5,927.64 | \$ | 5,927.64 |
|  |  |  | ON | \$ | 71,914.30 | \$ | 78,664.56 | \$ | 94,022.54 | \$ | 10,484.00 | \$ | 217.24 | \$ | 255,302.64 |
| Sarah Callon | 1384503075 Bridletown Circle Unit 11, Scarboroough, ON, M 1W1S8 |  | AB |  |  |  |  | \$ | 57,799.82 | \$ | 9,161.90 |  |  | \$ | 66,961.72 |
|  |  |  | ON |  |  |  |  |  |  | \$ | 5,634.99 |  |  | \$ | 5,634.99 |
| Sarah Kingdon | 85519895 M axted Cres, M ilton, ON, L9T4E2 |  | ON | \$ | 28,306.65 | \$ | 1,151.96 |  |  |  |  |  |  | \$ | 29,458.61 |
|  |  |  | SK | \$ | 8,638.27 |  |  |  |  |  |  |  |  | \$ | 8,638.27 |
| Scott Eger | 68923344 W averley St Apt 203, Ottawa, ON, K2POW5 |  | AB | \$ | 924.68 | \$ | 215.10 | \$ | 27.45 |  |  |  |  | \$ | 1,167.23 |
|  |  |  | ON | \$ | 75,416.38 |  | 110,335.62 | \$ | 32,468.86 |  |  |  |  | \$ | 218,220.86 |
| Tamara Porter | 1041692041 Victoria Park Ave Apt \#10, Scarborough, ON, M 1R1V4 |  | AB | \$ | 2,037.15 |  |  |  |  |  |  |  |  | \$ | 2,037.15 |
|  |  |  | ON | \$ | 3,606.05 |  |  |  |  |  |  |  |  | \$ | 3,606.05 |
| Texzon Utilities Ltd. | 127948204 N I35 Suite A, Red Oak, TX, 75154 |  | NULL |  |  | \$ | 76.50 | \$ | 343.80 | \$ | $4,926.61$ | \$ | 7,597.24 | \$ | 12,944.15 |
|  |  |  | ON |  |  |  |  |  |  | \$ | $1,532.01$ |  |  | \$ | 1,532.01 |
| Thomas Todd England Lehari | 9758581 Saybrook Ave, Toronto, ON, M8Z2V6 |  | ON | \$ | 2,951.15 |  |  |  |  |  |  |  |  | \$ | 2,951.15 |
|  |  |  | SK |  | 10,510.00 |  |  |  |  |  |  |  |  | \$ | 10,510.00 |
| Ting Zheng | 9547560 Calora Court, Scarborough, ON, M 1 V2Z9 |  | ON | \$ | 11,478.10 |  |  |  |  |  |  |  |  | \$ | 11,478.10 |
|  |  |  | SK | \$ | 2,342.54 |  |  |  |  |  |  |  |  | \$ | 2,342.54 |
| Truong Phung | 721555651 Whitehorn Ave, M ississauga, ON, L5V2H1 |  | ON | \$ | 9,978.87 |  |  |  |  |  |  |  |  | \$ | 9,978.87 |
|  |  |  | SK | \$ | 288.75 |  |  |  |  |  |  |  |  | \$ | 288.75 |
| Vernon Tang | 10107234 Clydesdale Rd, M arkham, ON, L3R3S9 |  | AB | \$ | 236.20 |  |  |  |  |  |  |  |  | \$ | 236.20 |
|  |  |  | ON | \$ | 11,775.05 |  |  |  |  |  |  |  |  | \$ | 11,775.05 |
| Viacheslav Trigubovich | 1243131021 West Hastings St. 9th Floor, Vancouver, BC, V6EOC3 |  | AB |  |  | \$ | 16,021.94 | \$ | 2,338.75 |  |  |  |  | \$ | 18,360.69 |
|  |  |  | ON |  |  |  |  |  |  | \$ | 419.62 |  |  | \$ | 419.62 |
| Yizhou (Joe) Shen | 49071361 The West M all Apt 1606, Etobicoke, ON, M 9C1E8 |  | ON | \$ | 6,254.26 |  |  |  |  |  |  |  |  | \$ | 6,254.26 |
|  |  |  | SK |  | 3,124.87 |  |  |  |  |  |  |  |  | \$ | 3,124.87 |
| Yong Mei Zhang | 99217278 Broadview Ave, Toronto, ON, M 4M 2 G7 |  | ON | \$ | 2,039.58 |  |  |  |  |  |  |  |  | \$ | 2,039.58 |
|  |  |  | SK |  | 4,468.00 |  |  |  |  |  |  |  |  | \$ | 4,468.00 |
| Grand Total |  |  |  | \$ 876,214.63 |  | \$ 867,944.21 |  |  | 820,978.50 |  | 641,985.47 |  | 345,370.28 | \$ 3,552,493.09 |  |

This is Exhibit "T" referred to in the Affidavit of Richard Teixeira sworn before me this $11^{\text {th }}$ day of January, 2019



| Row Labels Alexandre Gauthier | Sum of Amount |  |
| :---: | :---: | :---: |
|  | \$ | 263.00 |
| Andrew Muirhead | \$ | 198.00 |
| Bahram Nemati | \$ | 602.00 |
| Brandon Masters | \$ | 645.00 |
| Brent Gilkes | \$ | 295.00 |
| Brett Fulton | \$ | 40.00 |
| Brett MacNeill | \$ | 135.00 |
| Brook Sealy | \$ | 150.00 |
| Chester Verceles | \$ | 150.00 |
| Chris Wrinn | \$ | 300.00 |
| Clifford Allen | \$ | 80.00 |
| Daniel Barbieri | \$ | 280.00 |
| Daniel Jimenez Pacheco | \$ | 80.00 |
| Dave Faldor | \$ | 200.00 |
| Derek Wagler | \$ | 285.00 |
| Djordje Djikic | \$ | 90.00 |
| Dylan Lamoureux | \$ | 80.00 |
| Florence BobNathan | \$ | 40.00 |
| Henok Gebremedhin | \$ | 40.00 |
| Ivan Correto Dutra | \$ | 80.00 |
| \|amal Sealy | \$ | 30.00 |
| \|ames Acton | \$ | 110.00 |
| Iason St Jean | \$ | 80.00 |
| Jennifer Borg | \$ | 1,511.00 |
| Jermaine Lawrence | \$ | 230.00 |
| John Zafiriou | \$ | 90.00 |
| Jonny Keeney | \$ | 93.00 |
| Joshua Jafry | \$ | 500.00 |
| Katary ${ }^{\text {a }}$ Niemiec | \$ | 150.00 |
| Logan Mahoney | \$ | 160.00 |
| Mathew Berneche | \$ | 156.00 |
| Matthew Snow | \$ | 35.00 |
| Max Grootenboer | \$ | 113.00 |
| Megan Noble | \$ | 40.00 |
| M ohammad Ali Sharif Moghaddam | \$ | 265.00 |
| Mortuza Awal | \$ | 458.00 |
| Nasteho Ahmed | \$ | 70.00 |
| Nyota Nakihimba | s | 130.00 |
| Petra Filipovic | \$ | 110.00 |
| Princess Samonte | \$ | 40.00 |
| Rajni Pathak | \$ | 40.00 |
| Rebekah Laplante | \$ | 113.00 |
| Sabahudin Behric | \$ | 335.00 |
| Scott Eger | \$ | 1,689.00 |
| Seyed M arashi | \$ | 100.00 |
| Sofie Grenier | \$ | 80.00 |
| Sydney D Criuz | \$ | 100.00 |
| Tamunoiyowuna Apiafi | \$ | 25.00 |
| Tanjay Porter | \$ | 135.00 |
| Treyvon M ontague | \$ | 40.00 |
| Trystan Moon | \$ | 120.00 |
| Wesley Mcintosh | \$ | 80.00 |
| Yetunde Kolusade | \$ | 80.00 |
| Grand Total | \$ | 11,341.00 |

This is Exhibit "U"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hrift

## Compliance Matrix Ontario Market

The compliance database incorporates all logged feedback (e.g., allegations of misrepresentation, pressure tactic as well as positive feedback) and all investigative notes and responses related to logged feedback.


## Compliance Matrix Ontario Market

| Classification | Definition | Contractor Consequence |
| :---: | :---: | :---: |
| 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 | $1^{\text {st }}-\$ 50$, warning letter $2^{\text {nd }}-\$ 75$, warning letter $3^{\text {rd }}-\$ 100$, warning letter $4^{\text {th }}-$ Termination |
| Solicitation -Restricted Area | Contractor has received clear direction from head office not to market in the city/town | $\begin{aligned} & 1^{\text {st }}-\$ 50 \text {, warning letter } \\ & 2^{\text {nd }}-\$ 75 \text {, warning letter } \\ & 3^{\text {rd }}-\$ 100 \text {, warning letter } \\ & 4^{\text {th }}-\text { Termination } \end{aligned}$ |
| Solicitation - Name on No Solicitation List | Customer states they registered on JE's No-solicitation list but was visited by contractors. |  |
| Tiered Pricing-Commercial | Contractor provided a rate/unit outside the commercial tiered pricing guidelines | $1^{\text {st }}$ - Warning letter, commission claw back $2^{\text {nd }}-\$ 100$, meeting with CCR, warning letter, commission claw back $3^{\text {rd }}$ - Suspension, $\$ 100$, warning letter, commission claw back $4^{\text {th }}-$ Termination |
| Pressure Tactics | Customer states the contractor would not take no for an answer; customer felt pressured and/or uncomfortable with the way contractor was trying to acquire the sale | $1^{\text {st }}$ - $\$ 50$, warning letter <br> $2^{\text {nd }}-\$ 75$, warning letter <br> $3^{\text {rd }}$-Termination |
| Rude/Unprofessional | Customer feels the contractor was rude and/or abrasive during presentation |  |
| Terms and Conditions not left with customer, Disclosure Statement: not left with customer | Customer states the contractor did not leave them with a copy of the signed contract, the Disclosure Statement and the price comparison statement (if a contract is signed, the DS also needs to be signed.) | 1 Point |
| Solicitation -Sign Posted | Customer states the contractor ignored the "No Solicitation" notice/sign posted |  |
| Positive Feedback | Customer felt the contractor's presentation warranted a positive feedback | Certificate |

## Compliance Matrix <br> Ontario Market

## Point Threshold Consequence Schedule

| Point Threshold | Contractor Type | Consequence Type |
| :---: | :---: | :---: |
| 5 | Independent Contractor | Presentation Review by Distributor |
|  | Independent Contractor | Field Shadowing |
|  | Independent Contractor | Formal Warning Letter |
|  | Independent Contractor | \$50 Compliance Contribution Cost |
|  | Regional Distributor | \$75 Compliance Contribution Cost |
|  | National Distributor | \$75 Compliance Contribution Cost |
| 10 | Independent Contractor | Presentation Review by Distributor |
|  | Independent Contractor | Meeting with Head Office |
|  | Independent Contractor | Field Shadowing |
|  | Independent Contractor | Formal Warning Letter |
|  | Independent Contractor | 3 day Suspension of Marketing Activity |
|  | Independent Contractor | \$100 Compliance Contribution Cost |
|  | Regional Distributor | \$125 Compliance Contribution Cost |
|  | National Distributor | \$125 Compliance Contribution Cost |
| 15 | Independent Contractor | Presentation Review by Distributor \& Meeting with Head Office |
|  | Independent Contractor | Final Warning Letter |
|  | Independent Contractor | 5 day Suspension of Marketing Activity |
|  | Independent Contractor | \$100 Compliance Contribution Cost |
|  | Regional Distributor | \$125 Compliance Contribution Cost |
|  | National Distributor | \$125 Compliance Contribution Cost |
| 20 | Independent Contractor | Termination of Agreement |

## Please note the following:

1. All commissions paid for contracts acquired through 'bad faith' are subject to claw backs
2. CCR will exercise the authority to apply points and/or further disciplinary action outside the proposed IC compliance matrix when necessary
3. The above consequences are cumulative based on a 12 month rolling complaint history from IC's first complaint date
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).

This is Exhibit "V"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

To:
Dist_ON_RSO_ALL[Dist_ON_RSO_ALL@justenergy.com]; Ravi Maharaj[rmaharaj@justenergy.com]; sales support[SalesSupport@justenergy.com]; Dist_CDN_Contracts[Dist_CDN_Contracts@justenergy.com] Cc: Rosalba Gullo[rgullo@justenergy.com]; Steve Weber[SWeber@justenergy.com]; Richard 0673
Teixeira[RTeixeira@justenergy.com]; Jennifer Johnston[jjohnston@justenergy.com]; Mujeeb Jafferi[mJafferi@justenergy.com]; Derek Whittaker[dwhittaker@justenergy.com]; Bibiana Zovic[bzovic@justenergy.com]
From: Ravi Maharaj
Sent: $\quad$ Wed 5/25/2016 2:56:11 PM (UTC)
Subject: MEMO: Annual Ontario OEB Testing - 2016

Hi Teams,

As discussed on our Weekly Ontario Conference Calls, it's time for our Annual Ontario wide OEB Testing; effective Monday May $30^{\text {th }}, 2016$ (or earlier).

The requirement is that all active JE ICs in Ontario will complete an OEB Test; and submit an "OEB Request" to Head Office (via the Extranet).

This request will require:

- An updated Passed OEB Test (over 80\%).
- An updated photo.

This request will not require:

- An updated background check consent form.
- An updated ICA.

This will ensure a New Badge is issued to you, and we minimize any "IC Not Certified" issues for another great year!
I strongly recommend you complete the testing on Monday; or earlier.

NOTE: Most of your badges were completed on June $1^{\text {st }}, 2015$; so it would be in your best interest to complete this annual task prior to this date to ensure IC commissions are not negatively affected.

NOTE: The NEW badges will reflect ENGERGY ADVISOR as well!

NOTE: Please reach out to me for any NEW ICs that you feel may not require a rebadge (for example those badged in MAY 2016)

As always, if there are any issues or concerns please feel free to contact me directly.

Commit to the Expectation.

Thanks,


```
Ravi Maharaj
Regional Sales Manager
T 905.670.4440 ext: 71245 | F 905.564.6107 | C 416.817.9508
6 3 4 5 \text { Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6}
E-mail rmaharaj@justenergy.com | Web justenergy.com
```

Integrity | Innovation | CustomerCentridity | Responaibility | Enrichment | Excellence

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 "W" referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

Corporate \& Consumer Relations

## IC Strike Count

Highlighted cells indicate that the Agents are within one strike/one point of termination


| Agent Name | SG 1 | SG 2 | SG 3 | SG 4 | SG 5 | SG | 6SG7 | SG 8 | SG 9 | $\begin{aligned} & \mathrm{SG} \\ & 10 \end{aligned}$ | $\begin{aligned} & \mathrm{SG} \\ & 12 \end{aligned}$ | $\begin{aligned} & \mathrm{SG} \\ & 13 \end{aligned}$ | $\begin{aligned} & \mathrm{SG} \\ & 14 \end{aligned}$ | $\begin{aligned} & \mathrm{SG} \\ & 15 \end{aligned}$ | $\begin{aligned} & \mathrm{SG} \\ & 16 \end{aligned}$ | Point |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Aaron Lo |  |  | 1 |  |  |  |  |  | 1 |  |  |  |  |  |  | 4 |
| Alexander Kuzmicz |  |  |  |  | 1 |  |  |  |  |  |  |  |  |  |  |  |
| Alysha McKenney |  | 1 |  | 1 |  |  |  |  |  |  |  |  |  |  |  | 4 |
| Ana Miranda Sanchez |  | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Ann Douse |  |  |  | 1 |  |  |  |  |  |  |  |  |  |  |  | 1 |
| Ashley Kidd |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| Avion Quashie |  |  |  |  | 1 |  |  |  |  |  |  |  |  |  |  |  |
| Brandon Mahon |  |  |  |  | 1 |  |  |  |  |  |  |  |  |  |  |  |
| Brandon Yuen |  | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| Christopher Carpino |  | 1 |  |  | 2 |  |  |  |  |  |  |  |  |  |  | 5 |
| Daniel Allen |  |  |  |  |  |  |  |  | 1 |  |  |  |  |  |  | 2 |
| Danielle LaRose |  |  |  |  | 1 |  |  |  |  |  |  |  | 1 |  |  | 2 |
| Danny Paul |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| Darren Coish |  |  |  |  | 1 | 1 |  |  |  |  |  |  |  |  |  | 3 |
| Denna White |  |  |  |  | 1 |  |  |  |  |  |  |  |  |  |  |  |
| Hong Le |  |  |  |  | 1 | 1 |  |  |  |  |  |  |  |  |  | 2 |
| Hylton Gayle | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Jon Kuiper |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| Joseph D`Angelo & & & & & 1 & & & & & & & & & & & 1 \\ \hline Justin Livingston & & & & & & & & & 1 & & & & & & & 3 \\ \hline Keshia Gabriel & & 1 & & & 1 & & & & & & & & & & & 5 \\ \hline Kevin St Amant & & 1 & & & 1 & & & & & & & & & & & 9 \\ \hline Logan Primeau & & & & & & & & & & & & & & & & 1 \\ \hline Lowell Overton & & & & & 1 & & & & & & & & & & & \\ \hline \end{tabular} \begin{tabular}{\|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|} \hline Maria Panagakos & & & & 1 & & & & & & & & & & & & & 7 \\ \hline Marilyn Sugarman & & & & & & & & & & & & & & 2 & & & \\ \hline Martha Walt & 1 & & & & & & & & & & & & & & & & 7 \\ \hline Melissa Grosse & & 1 & & & & & & & 1 & & & & & & & & 16 \\ \hline Melissa Schaffer & 1 & & & & & & & & & & & & & & & & 5 \\ \hline Milton Dawkins & & & & & & & & & 1 & & & & & & & & \\ \hline Mohanjeet Gurm & & & & & & & & & & & & & & & & & 6 \\ \hline Nareg Sagatelian Sagatelian & 1 & & & & & & & & & & & & & & & & 1 \\ \hline Nicole Allossery & & & & 1 & & & & & & & & & & & & & 1 \\ \hline Paul Kane & 1 & & & & & & & & 1 & & & & & & & & 2 \\ \hline Quiana Cooke & & & 1 & & & & & & & & & & & & & & \\ \hline Ryan Bailey & 1 & & & & & & & & 2 & & & & & & & & 5 \\ \hline Salvatore Gradante & & & & & & & & & & & & & & & & & 3 \\ \hline Sarah Kingdon & & & & & & & & & & & & & & & & & 6 \\ \hline Sarah Nabukeera & & & & & & & & & & & & & & & & & 1 \\ \hline Sheldon Bowen & & & & 1 & & & & & & & & & & & & & 1 \\ \hline \end{tabular} \begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|} \hline Agent Number & Agent Name & Jur. & Home Office & Case Number & Complaint Date & Classification & Strike Group & Running Strike & Penalty Point & Penalties & Complaint Sourc & Incident Date \\ \hline Aaron Lo & & & & & & & & & & 4 & & \\ \hline 15500972 & Aaron Lo & JustClean & Fairview & CRGOR5365637 & 2012-10-01 & Misrepresentation - Nature/Purpose & SG. 2 & & & 1 & Internal & 2012-07-11 \\ \hline 473503 & Aaron Lo & Alberta & Fairview & CRABR5378289 & 2012-11-09 & Unprofessional Behaviour & SG. 9 & 1 & & 22 Points & Internal & 2012-11-08 \\ \hline 473503 & Aaron Lo & Alberta & Fairview & CRABR5382218 & 2012-11-22 & Language Barrier (IC) & SG. 3 & 1 & & \$50 Compliance Contribution Cost, & FPRC Vendor - C4 & 2012-11-22 \\ \hline 15500972 & Aaron Lo & Ontario & Fairview & CRONR5416221 & 2013-02-28 & Unprofessional Behaviour & SG. 9 & & & 1 & Internal & 2013-02-22 \\ \hline \multicolumn{13}{|l|}{Alexander Kuzmicz} \\ \hline 15501166 & Alexander Kuzmicz & Ontario & Fairview & CRONR5395334 & 2013-01-08 & \multirow[t]{2}{*}{Unauthorized Signature - Other NonAutharizad Dacidantial} & SG. 5 & 1 & & \multirow[t]{2}{*}{\$50 Compliance Contribution Cost, 4 Nannt W/arnina Inttar Clawharl of all} & \multirow[t]{2}{*}{FPRC Vendor Alliznen} & 2013-01-08 \\ \hline \multicolumn{2}{|l|}{Alysha McKenney} & & & & & & & & & & & \\ \hline 15500844 & Alysha McKenney & Ontario & Fairview & CRONR5326039 & 2012-05-15 & Misrepresentation - Nature/Purpose & SG. 2 & 1 & & & Internal & 2012-05-01 \\ \hline 15500844 & Alysha McKenney & Ontario & Fairview & CRONR5329115 & 2012-05-26 & Misrepresentation - Nature/Purpose & SG. 2 & & & 1 & Internal & 2012-05-24 \\ \hline 493504 & Alysha McKenney & Saskatchewan & Fairview SK & CRSKR5332664 & 2012-06-08 & Misrepresentation - Nature/Purpose & SG. 2 & 2 & & & Internal & 2012-06-06 \\ \hline 493504 & Alysha McKenney & Saskatchewan & Fairview SK & CRSKR5337271 & 2012-06-22 & Misrepresentation - Prices & SG. 2 & 1 & & \$50 Compliance Contribution Cost, Aont W/arnina Lattor Clawhark of all & Internal & 2012-06-03 \\ \hline \end{tabular}   penalties and points issu \begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|} \hline \multicolumn{2}{|l|}{Danielle LaRose} & & & & & & & & 2 & & & \\ \hline 15500960 & Danielle LaRose & Ontario & Fairview & CRONR5335325 & 2012-06-15 & Unconscionable Representation - & SG. 14 & 1 & & \$50 Compliance Contribution Cost, & FPRC Vendor - & 2012-06-15 \\ \hline 15500960 & Danielle LaRose & Ontario & Fairview & CRONR5375913 & 2012-11-01 & Misrepresentation - Prices & SG. 2 & & 1 & & Internal & 2012-10-20 \\ \hline 473505 & Danielle LaRose & Alberta & Fairview & CRABR5379817 & 2012-11-14 & Unauthorized Signature - Other Non- & SG. 5 & 1 & & \$50 Compliance Contribution Cost, & FPRC Vendor - C4 & 2012-11-14 \\ \hline 473505 & Danielle LaRose & Alberta & Fairview & CRABR5389543 & 2012-12-18 & Misrepresentation - Utility Affiliation & SG. 2 & & 1 & & UCA & 2006-10-16 \\ \hline \multicolumn{2}{|l|}{Danny Paul} & & & & & & & & 1 & & & \\ \hline 15501199 & Danny Paul & Ontario & Fairview & CRONR5425315 & 2013-03-21 & Misrepresentation - Nature/Purpose & SG. 2 & & 1 & & Internal & 2013-03-08 \\ \hline \multicolumn{2}{|l|}{Darren Coish} & & & & & & & & 3 & & & \\ \hline 15507165 & Darren Coish & Ontario & Fairview & CRONR5331256 & 2012-06-05 & Misrepresentation - Identity & SG. 2 & & 1 & & Internal & 2012-05-28 \\ \hline 15507165 & Darren Coish & Ontario & Fairview & CRONR5358102 & 2012-09-04 & Unauthorized Signature - Other Non- & SG. 5 & 1 & & \$50 Compliance Contribution Cost, & FPRC Vendor - & 2012-09-04 \\ \hline 15507165 & Darren Coish & Ontario & Fairview & CRONR5365505 & 2012-09-30 & Misrepresentation - Term & SG. 2 & & 1 & & Internal & 2012-09-18 \\ \hline 15507165 & Darren Coish & Ontario & Fairview & CRONR5413448 & 2013-02-22 & Misrepresentation - Nature/Purpose & SG. 2 & & 1 & & Internal & 2012-09-13 \\ \hline \multicolumn{2}{|l|}{Denna White} & & & & & & & & & & & \\ \hline 15501062 & Denna White & Ontario & Fairview & CRONR5355003 & 2012-08-23 & Unauthorized Signature - Other Non- & SG. 5 & 1 & & & FPRC Vendor - & 2012-08-23 \\ \hline \multicolumn{2}{|l|}{Hong Le} & & & & & & & & 2 & & & \\ \hline 15500818 & Hong Le & Ontario & Fairview & CRONR5319382 & 2012-04-23 & Unauthorized Signature - Other Non- & SG. 5 & 1 & & \$50 Compliance Contribution Cost, & FPRC Vendor - & 2012-04-20 \\ \hline 15500818 & Hong Le & Ontario & Fairview & CRONR5348806 & 2012-08-02 & Misrepresentation - Government & SG. 2 & & 1 & & Internal & 2012-08-02 \\ \hline 15500818 & Hong Le & Ontario & Fairview & CRONR5380146 & 2012-11-15 & Misrepresentation - Utility Affiliation & SG. 2 & & 1 & & Internal & 2012-11-15 \\ \hline \multicolumn{2}{|l|}{Hylton Gayle} & & & & & & & & & & & \\ \hline 15501170 & Hylton Gayle & Ontario & Fairview & CRONR5406861 & 2013-02-05 & Multiple Reaffirmation/Verification & SG. 1 & 1 & & & FPRC Vendor - & 2013-02-05 \\ \hline \multicolumn{2}{|l|}{Jon Kuiper} & & & & & & & & 1 & & & \\ \hline 15500863 & Jon Kuiper & Ontario & Fairview & CRONR5371719 & 2012-10-19 & Misrepresentation - Nature/Purpose & SG. 2 & & 1 & & Internal & 2012-10-17 \\ \hline \multicolumn{2}{|l|}{Joseph D`Angelo} |  |  |  |  |  |  |  | 1 |  |  |  |  |  |  |  |  |
| 15500702 | Joseph D`Angelo & Ontario & Fairview & CRONR5395186 & 2013-01-08 & Unauthorized Signature - Other Non- & SG. 5 & 1 & & & FPRC Vendor - & 2013-01-08 \\ \hline 15500702 & Joseph D`Angelo | Ontario | Fairview | CRONR5398038 | 2013-01-15 | Misrepresentation - Nature/Purpose | SG. 2 |  | 1 |  | Internal | 2012-12-22 |  |  |  |  |
| Justin Livingston |  |  |  |  |  |  |  |  | 3 |  |  |  |  |  |  |  |
| 15501167 | Justin Livingston | Ontario | Fairview | CRONR5395411 | 2013-01-08 | Unprofessional Behaviour | SG. 9 | 1 |  | \$50 Compliance Contribution Cost, | Internal | 2012-12-21 |  |  |  |  |
| 15501167 | Justin Livingston | Ontario | Fairview | CRONR5406058 | 2013-02-04 | Misrepresentation - Utility Affiliation | SG. 2 |  | 3 |  | Ontario Energy | 2013-01-30 |  |  |  |  |
| Keshia Gabriel |  |  |  |  |  |  |  |  | 5 |  |  |  |  |  |  |  |
| 15500712 | Keshia Gabriel | Ontario | Fairview | CRONR5324173 | 2012-05-09 | Misrepresentation - Prices | SG. 2 |  | 1 |  | Internal | 2012-04-28 |  |  |  |  |
| 15500712 | Keshia Gabriel | Ontario | Fairview | CRONR5329170 | 2012-05-28 | Misrepresentation - Savings | SG. 2 |  | 1 |  | Internal | 2012-05-12 |  |  |  |  |
| 15500712 | Keshia Gabriel | Ontario | Fairview | CRONR5336570 | 2012-06-20 | Misrepresentation - Prices | SG. 2 | 1 |  | \$50 Compliance Contribution Cost, | Internal | 2012-06-20 |  |  |  |  |

 penalties and points issu

 penalties and points issu



| 15500263 | Melissa Schaffer | Ontario | Fairview | CRONR5371886 | 2012-10-19 | Misrepresentation - Nature/Purpose | SG. 2 | 2 |  | FPRC Vendor - | 2012-10-19 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 15500263 | Melissa Schaffer | Ontario | Fairview | CRONR5383972 | 2012-11-30 | Misrepresentation - Nature/Purpose | SG. 2 |  | 1 | Internal | 2012-11-30 |
| Milton Dawkins |  |  |  |  |  |  |  |  |  |  |  |
| 15501181 | Milton Dawkins | Ontario | Fairview | CRONR5385740 | 2012-12-06 | Unprofessional Behaviour | SG. 9 | 1 | \$50 Compliance Contribution Cost, | Internal | 2012-11-30 |
| Mohanjeet Gurm |  |  |  |  |  |  |  |  | $6{ }^{\text {a }}$ |  |  |
| 15500365 | Mohanjeet Gurm | Ontario | Fairview | CRONR5317497 | 2012-04-17 | Misrepresentation - Nature/Purpose | SG. 2 |  | 1 | Internal | 2012-04-16 |
| 15500365 | Mohanjeet Gurm | Ontario | Fairview | CRONR5332322 | 2012-06-07 | Unprofessional Behaviour | SG. 9 |  | 1 | Internal | 2012-06-05 |
| 15500365 | Mohanjeet Gurm | Ontario | Fairview | CRONR5345202 | 2012-07-22M | Misrepresentation - Nature/Purpose | SG. 2 |  | 1 | FPRC Vendor - | 2012-07-22 |
| 15500365 | Mohanjeet Gurm | Ontario | Fairview | CRONR5353787 | 2012-08-20s | Solicitation - Sign Posted | SG. 10 |  | 1 | Internal | 2012-08-17 |
| 15500365 | Mohanjeet Gurm | Ontario | Fairview | CRONR5360203 | 2012-09-12P | Pressure Tactics - Persistence | SG. 9 |  | $1 \quad$ | Ontario Energy | 2012-09-11 |
| 15500365 | Mohanjeet Gurm | Ontario | Fairview | CRONR5383838 | 2012-11-29 | Misrepresentation - Utility Affiliation | SG. 2 |  | 1 | Internal | 2012-11-29 |
| Nareg Sagatelian Sagatelian |  |  |  |  |  |  |  |  | 1 |  |  |
| 473506 | Nareg Sagatelian | Alberta | Fairvew | CRABR5382754 | 2012-11-26M | Misrepresentation - Savings | SG. 2 | 1 | \$50 Compliance Contribution Cost, | FPRC Vendor - AGR | 2012-11-26 |
| 15501127 | Nareg Sagatelian | Ontario | Fairview | CRONR5418349 | 2013-03-06M | Misrepresentation - Prices | SG. 2 |  | attor Clambank of all | Internal | 2012-10-16 |
| Nicole Allossery |  |  |  |  |  |  |  |  | 1 |  |  |
| 15500806 | Nicole Allossery | Ontario | Fairview | CRONR5346007 | 2012-07-24 | Unauthorized Signature - Other Non- | SG. 5 | 1 | \$50 Compliance Contribution Cost, | FPRC Vendor - | 2012-07-24 |
| 15500806 | Nicole Allossery | Ontario | Fairview | CRONR5372607 | 2012-10-22 | Misrepresentation - Nature/Purpose | SG. 2 |  | 1 | Internal | 2012-10-20 |
| Paul Kane |  |  |  |  |  |  |  |  | 2 |  |  |
| 15500740 | Paul Kane | Ontario | Fairview | CRONR5362557 | 2012-09-20 | Misrepresentation - Nature/Purpose | SG. 2 |  | 1 | Internal | 2012-09-20 |
| 15500740 | Paul Kane | Ontario | Fairview | CRONR5381144 | 2012-11-19 | Pressure Tactics - Persistence | SG. 9 | 1 | \$50 Compliance Contribution Cost, | Internal | 2012-11-19 |
| 15500740 | Paul Kane | Ontario | Fairview | CRONR5385440 | 2012-12-05 | Misrepresentation - Identity | SG. 2 | 1 | \$50 Compliaance Contribution Cost, | Ontario Energy | 2012-11-23 |
| 15500740 | Paul Kane | Ontario | Fairview | CRONR5385581 | 2012-12-05 | Misrepresentation - Utility Affiliation | SG. 2 |  | ck | Internal | 2012-12-05 |
| Quiana Cooke |  |  |  |  |  |  |  |  |  |  |  |
| 15501240 | Quiana Cooke | Ontario | Fairview | CRONR5403018 | 2013-01-26II | IC Call Participation | SG. 4 | 1 | \$50 Compliance Contribution Cost, | FPRC Vendor - | 2013-01-26 |
| Ryan Bailey |  |  |  |  |  |  |  |  | 析 |  | 2012-06-26 |
| 493503 | Ryan Bailey | Saskatchewan | Fairview SK | CRSKR5338079 | 2012-06-26M | Misrepresentation - Prices | SG. 2 | 1 |  | FPRC Vendor - |  |
| 493503 | Ryan Bailey | Saskatchewan | Fairview SK | CRSKR5345618 | 2012-07-23P | Pressure Tactics - Persistence | SG. 9 | 1 |  | Internal | 2012-06-15 |
| 15500783 | Ryan Bailey | Ontario | Fairview | CRONR5346462 | 2012-07-25 | Unprofessional Behaviour | SG. 9 | 2 | \$75 Compliance Contribution Cost, Aannt W/arnina | FPRC Vendor - | 2012-07-25 |
| 15500783 | Ryan Bailey | Ontario | Fairview | CRONR5353582 | 2012-08-17M | Misrepresentation - Utility Affiliation | SG. 2 |  |  | Internal | 2012-08-02 |
| 15500783 | Ryan Bailey | Ontario | Fairview | CRONR5367369 | 2012-10-05 | Misrepresentation - Utility Affiliation | SG. 2 |  | 1 | Internal | 2012-09-23 |
| 15500783 | Ryan Bailey | Ontario | Fairview | CRONR5415872 | 2013-02-28 | Misrepresentation - Nature/Purpose | SG. 2 |  | 1\$50 Compliance Contribution Cost, Field 3 | Internal | 2013-02-22 |
| Salvatore Gradante |  |  |  |  |  |  |  |  |  |  |  |



This is Exhibit " X " referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019
 energy

Energy

Tara Energy:

| JUST ENERGY- Just Energy's Con taking place |  |
| :---: | :---: |
| The Introd |  |
| $\square \quad$ Knock on door and step back from the door. |  |
| $\square \quad$ Keep eyes down so as not to pressure potential |  |
| customer. Do not look straight at the customer |  |
| $\square \quad$ Agreement is held out in plain view, use open |  |
| body language. |  |
| $\square \quad$ Look confident upon first meeting with the |  |
| customer. Your demeanour is casual, professional not |  |
| intimidating |  |
| $\square \quad$ Acknowledge the customer with a friendly wave |  |
| and do not make eye contact |  |
| $\square \quad$ Point to Just Energy badge and Immediately |  |
| Hand the customer the business card and provide |  |

$\square \quad$ Once you begin to speak, make consistent eye contact and be pleasant with the customer
$\square \quad$ Stand a bit sideways to the customer. This opens the space and is non-threatening body language.

Breaks eye contact after asking for the bill and step back a little bit.

Note: If you have determined you are interacting with a customer who has a disability that prevents them from understanding the program you are selling, proceed to leave a brochure behind with your NAME and IDENTIFICATION NUMBER on the back of the brochure. Instruct the customer to call Just Energy's Customer Service Department if interested in the program (and reference the IC/SR number and then thank the customer and leave premises.

Customer: Hello

Contractor: Hi, how are you doing? My name is xxxxx and l'm a representative of Just Energy. We are an independent energy retailer licensed by the Ontario Energy Board and not affiliated with your local utility, the Government or the Ontario Energy Board. Just to verify, you are between the ages of 18-75 right?
(Verify the person is between the ages of $18 \& 75$ - If over the age of 75, explain the program, leave brochure behind with your name and badge \# and leave immediately).

Customer: Yes.

I am here in the neighbourhood today to see if you are eligible for Just Energy's Conversation Program. This program offers you a complete solution to your natural gas or electricity needs while allowing you to take control of when your home uses energy. It'l allow you to better manage your energy needs and budget like you've never had before.

To see whether or not you qualify and are eligible for the program, l'll need a recent copy of both of your utility bills. I'll just wait here while you get those bills, thank you.

Customer: Sure.

## Explaining the Program

Motion your hand for the bill (without making eye contact) while customer hands it over

Take the bill to involve customer in the process and keep the bill in plain view by placing it at the top of the binder.
$\square \quad$ During the explanation, continue to stand a little sideways and keep the Agreement in plain view.
$\square \quad$ While explaining program, try to maintain eye contact $70 \%$ of the time.
$\square \quad$ Turn slightly, holding IPad to the customer. Break eye contact, "pen to paper" and ask for last name.

After you asked for the last name, commence writing and answering questions.
$\square \quad$ Point to the customer's bill where the name and price will appear once on the program.
$\square \quad$ Show the rate and term to emphasize those to the customer.
$\square \quad$ While holding IPad and facing customer, explain the Just Energy Conservation program.
$\square \quad$ Ensure the person you speak with is the Account Holder or authorized to sign the agreement.
$\square \quad$ After customer says yes, fill in the agreement. This is the time to build rapport.
*\$200 rebate is conditional

Contractor: Thank you for obtaining your utility bills. I can see that you are not enrolled in an agreement with a retailer.

Our Just Energy's Conservation Program combines protection and stability with smart energy consumption. Our program provides you with ONE rate for both your natural gas and electricity supply.

The benefit of having ONE rate that is secured through the lifetime of your agreement is that you'll never have to worry about fluctuating rates and have peace of mind in knowing you have a stable price for your energy supply.

Enrolling in Just Energy's Conservation Program also allows you to receive a SmartStat Thermostat which is our easy to read, high resolution colour display and intuitive smart phone app making it easy to control the comfort of your home anytime from anywhere.

You'll be able to access your SmartStat remotely and see the temperature of your home. You'll see reports on your system's performance and can modify your thermostat, allowing you to reduce your overall energy consumption by up to 17\%. Imagine, reducing your utility costs by that amount each and every month.

In addition to making a positive impact on the environment by reducing your energy consumption, you'll also receive a \$200* rebate at the end of your term and will receive your first month for free. After 2-3 billing cycles, you will receive the first free month as a credit on your natural gas/electricity bill as long as you are still an active Just Energy Conservative Program. The program will run you $\$ 89.98$ per month for your energy supply, plus or minus the Global Adjustment. Again, $\$ 89.98$ per month for your energy supply, plus or minus the Global Adjustment, provides you with a secure rate for your natural gas and electricity supply and the installation of our SmartStat Thermostat that can save you up to $17 \%$ on your energy supply and delivery charges. In addition, you will also be responsible for regulated delivery, transportation, transmission, etc.

Just Energy's Conservation Program allows you to make a positive contribution to the environment without having to change a single behaviour. Simply log in remotely or program your SmartStat to ensure you


## Essential Agreement Information \& Signatures, Welcome Call

Hold the IPad and turn it to face customer and point to the Essential Agreement Information on the agreement.
$\square \quad$ Break eye contact when asking the customer to make a decision so as not to exert pressure.
$\square \quad$ Hand over your stylus pen. The customer takes the IPad and reads over the Essential Agreement Information.
$\square \quad$ Customer takes the stylus pen and you point to where the customer's signature is needed. Customer signs.
$\square \quad$ Bring up the Price Comparison PDF and review with customer. Customer MUST sign off on the Price Comparison Form.
$\square \quad$ Bring up the Disclosure Statement PDF and review with customer. Customer MUST sign off on the Disclosure Statement Form.
$\square \quad$ You are permitted to use your personal mobile phone for the welcome call or you may ask the customer to use their phone if they have a cordless phone. It's a toll-free number.
$\square$ Ensure that the customer has no further questions before proceeding with the welcome call and that they fully understand the details of the programs.
$\square \quad$ Proceed with call once these items are covered and the customer has signed all documents.

Contractor: The full details of your agreement are set out in your Terms \& Conditions. As you'll note, they're written on the back of the Agreement, in plain language for ease of reference.
Let's take a moment to review the key terms of your agreement and further information set out here on the front pages, under the "Agreement Details" Section.
The Agreement Details states that you are aware that you are responsible for all other charges that your utility passes on to you such as taxes, delivery and transportation charges for both your natural gas and electricity. It also states that you have the right to have a copy of the agreement and materials left with you now even though a copy will be emailed to you. Lastly, it states that you are eligible to receive a reimbursement of up to $\$ 1000$, each for natural gas and electricity, to offset any potential cancellation charges you may be subjected to if you were/are on with another energy retailer.
To get you started on the program, I simply need you to confirm your acceptance by signing the IPad Tablet. The OEB requires that I provide you a copy of your agreement which will be emailed to you shortly.
Let me open the PDF for the price comparison page. This will also be emailed to you, along with all the documents that we will cover off. The price comparison document is used to compare your current utility offering in comparison to our program. Keep in mind that the utility natural gas prices may change every three months and every 6 months for electricity, whereas our commodity price is locked in for the next five years. In addition, the price comparison form does not take into consideration the, up to, $17 \%$ reduction in energy consumption which may also reduce the charges on your utility bill such as taxes, delivery, transportation, etc...
Are you comfortable with the price comparison document and ready to proceed to the next document?
Customer: Yes.
Contractor: Great, sign here on the tablet. The next PDF is Just Energy's Disclosure Statement which ensures that you know your rights as a consumer in Ontario. Please take your time reviewing this document and yes, it will also be emailed to you for your records.
Are you comfortable with the disclosure statement and ready to proceed to the welcome call?
Customer: Yes.

Lastly, before we proceed with the welcome call, I want to let you know that once the call is complete, you will receive an email informing you of the option to enrol online. Simply click on the link, follow the instructions and you are set. No phone calls asking for your verification, just a few easy steps!

The next step will have us making a welcome call to confirm information regarding your agreement with Just Energy's Customer Service Team. Again, at the end of that call an email will be sent to you, give it about twenty minutes, where a link will direct you to an enrollment website. A verification call is not required when you initiate your enrolment online and will not be conducted.
Sound good?
Customer: Yes.
Contractor: Before we proceed with the welcome call, I just want to make sure that you have no further questions, as I'm not permitted to speak during the welcome call. They will confirm that I provided you with a business card and that you understand the details of the program.

Are you all set?

## Wrap up

Customer receives all paperwork via email in a few minutes (otherwise they will receive the paperwork from you).

Contractor: The best part of having everything done electronically is that all these materials will be emailed to you, so let's confirm we have the right email address.

Again, as I mentioned to you, my name is xxxxxx and I'm a representative of Just Energy. We are an independent energy retailer licensed by the Ontario Energy Board and are not affiliated with your local utility the Government or the Ontario Energy Board.
Remember, the benefit of our Just Energy Conservation Program is that you no longer see spikes in the winter on your natural gas supply rates or in the summer with your electricity supply rates. You will simply pay one rate each month for your natural gas and electricity supply that will take the worrying from opening your utility bills throughout the year.

In addition, our SmartStat Thermostat gives you control of your energy use anytime and anywhere allowing you to help the environment at the same time.
You'll continue to be serviced and billed by your current utility. As you provided an email address on the welcome call, you will be receiving a link to our portal which will give you the option to initiate an internet agreement online. Remember, in going online, you are enrolling for a new agreement and a verification call will not be conducted.
Your installation date of the SmartStat Thermostat is schedule for MM/DD/YY. Please ensure to give us a call if you need to reschedule for any reason. The installation process is quick and easy and will have you being more efficient with your energy use right away!
If after ten days, you haven't enrolled online, we'll call you to verify the agreement over the phone; this call will not $t$ stop the installation of the SmartStat.

Have a great day and thank you for your time. It was nice to meet you.
Customer: Thank you very much.

Contractor: Take care. All the best.

This is Exhibit "Y" referred to in the Affidavit of

Richard Teixeira sworn before me this $11^{\text {th }}$ day of January, 2019



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This is Exhibit "AA"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019

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This is Exhibit "BB"
referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


| Agentold Full | Office | RES | MVC | IVC | Total Contracts |  | 2012 |  | 2013 |  | 2014 |  | 2015 |  | 2016 | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 76776 Sorin Bradea | ON-Cambidge | ${ }^{7018}$ | ${ }^{42}$ | 0 | ${ }^{7060}$ | 5 | 52.164 .47 | 5 | ${ }_{6}^{69,03602}$ | s | 78.652 .67 <br> 882956 <br> 10.56 | s | ${ }_{7}^{97,43239}$ | s | ${ }^{84} 4.381 .02$ |  | ${ }^{381.66657}$ |
| 108242 Rjan Clarkson | ON- Hespeler | 8012 | 9 | 0 | ${ }^{8021}$ | s | 7,147.79 | s | 75,074.35 | s | 83,329.56 | 5 | 75,490.20 | s | ${ }^{62,991.32}$ | s | 304,033.22 |
| 112291 Lucian Damian | ON-Cambridge | 5627 | ${ }^{21}$ | 1 | 5649 | s |  | s | 53.822 .50 | s | 73,063,35 | 5 | 92,810.04 | 5 | 80.301 .52 | s | 3000.057 .41 |
| 126372 Marco Babi | AB-Fairiew Calgay | 17 | 0 | 0 | 17 |  |  | 5 | 32,15,48 | 5 | 94,169.43 | s | 75,529.51 | s | 63.856 .12 | s | 265,709.54 |
| 82916 Samir Ficic | AB-Elmonon South | 4270 | ${ }^{13}$ | 0 | ${ }^{2283}$ | s | 71,944,30 |  | 78.664.56 | 8 | 94,022.54 | s | 10,484,00 | s | ${ }^{6,144.88}$ | s | ${ }^{261,23028}$ |
| 106212 Nareg Sagatlian | ON- Fairiew | 230 | 1 | 0 | 231 |  | 13,908.01 |  | $41,295.51$ | s | 90,415.09 | s | 90.819,25 | s | 23,095.13 | s | 259,932.99 |
| 32846 Michael Wilon | ON- Cambridge | 4347 | 13 | 0 | 4360 | s | 83,36.85 | s | ${ }_{62,22,85}$ | 5 | 52,031.01 | s | 33,193.02 | s | 10,000.23 | s | ${ }_{241,111.96}$ |
| 129266 Kally Schwant | ON- Kictenerc-Resi | 6278 | 0 | 2 | 6280 |  | - | s | 13,290.41 | s | 200.227 .03 | $s$ | 11,732.39 | s |  | $s$ | ${ }^{225,249.83}$ |
| 1455877 Brandon Reidel | ON-Cambridge | 3494 | 7 | 0 | 3501 | s |  |  |  | s | 25,207.20 | s | ${ }^{100.576 .33}$ | s | 99,415.57 | s | ${ }^{255,199.10}$ |
| 86688 Leonard CinqMars | ON- Cambrige | 4513 | 7 | 0 | 4520 |  | 56,43,40 |  | 47,56232 | s | $53,388.16$ | s | $55,784.25$ | s | 10,443.04 | s | 223,561.17 |
| 68923 Soot Eger | AB - Unififed - Edmonon | 2668 | 5 | 0 | 2673 |  | 77.341 .06 | s | 110.550 .72 | \$ | 32,496.31 | s |  | s |  | s | 219,388.09 |
| ${ }_{\text {a }} 92479$ Kyle Stewart | ON-Cambrige | ${ }_{4}^{2204}$ | $6_{0}$ | 0 | ${ }_{4102}^{2210}$ | 5 |  | s | $30,71.06$ <br> 48.79084 | s | $10,900.00$ <br> 55882078 | s | 103.820 .00 <br> 4421951 | s |  | s | $217,437.66$ <br> 213,10066 |
| ${ }^{995066}$ Danielle LaRose | ON- Fairinew | 4102 | 0 | 0 | ${ }^{4102}$ | s | ${ }^{25,532.10}$ | s | $48,790.84$ <br> 972641 | s | 55,820.78 | s | 44,219.51 | s | 38,737.43 |  | 213,100.66 <br> 181771807 |
| 94157 Domenico Saracioo | ON- Viling | 6066 | $\stackrel{2}{4}$ | 0 | 6068 <br> 2384 | s | 59,162.66 | s |  | \$ | 24.588 .94 6,0820 | s |  | s |  | s | $18,7178.07$ 181.51219 1.19 |
| 322888 Matt Pancer | ON-Cambridge | 2330 | 54 | 0 | 2384 | s |  | s | 23,181.65 | s | 60,402.04 | s | 65.96471 | s | 31,963.79 | s | 18.5151 .19 <br> 17695406 |
| 91572 Maria Panagakos | ON- Fairivew | 1786 | 102 | 4 | 1892 | 5 | 46,753.47 | s | 8,45.05 | s | 4,067.12 | 5 | 54,055.66 | s | 6 6, 224.76 | s | 176,954.06 |
| 134523 Mattew Sow | ON- Kitelener-Resi | 4940 |  | 0 | 4941 | 5 |  | s |  | s | 92.891.77 <br> 1594108 | s | 83,680.50 | s |  | s |  |
| 114388 Marina Mami | ON- Hespeler | 7011 | 0 | 0 | 7011 |  |  | s | 35,433,39 | s | 45.341 .08 | s | 79,459.81 | 5 | 5,60.55 | s | 165,924.83 |
| 377541 Kalyan Gohain | ON- Itington | 867 | 268 | ${ }^{31}$ | 1166 | s | 4,005.83 | s | 22.664 .23 | s | 47,064,08 | s | 25,752.70 | s | 20,027.16 | s | 163,514.00 |
| 133006 Ricalala Whye | ON-Toromo | 520 | 11 | 1 | 532 | s |  | s | 3,901.28 | s | 70,069.86 | s | 48,036.28 | s | 40,350.12 | s | $162,357.54$ |
| 105847 Brandon Yuen | ON- Fairiew | 4813 | 4 | 0 | 4817 | s | 8.601 .18 |  | 39,080.04 | s | 42,785.60 | s | 58,157.24 | s | 8.56849 |  | 157.120 .55 |
| 105712 Mathev Oliveria | ON- Cambridge | 2616 | 5 | 0 | 2621 | s | 18,828.40 |  | 80,426.04 | s | 50,036.76 | s |  | s |  |  | 149,291.20 |
| 105142 Jostua alfy | ON-Kitchener | 5424 | 9 | 0 | 5433 | 5 | ${ }^{6.6995 .58}$ | \$ | 44,445:29 | \$ | 41,09695 | 5 | $46,722.48$ | s |  | s | 138.960.30 |
| 105866 Jemifier Borg | ON- viking | 4657 | 2 | 0 | 4659 | s | 11,737.06 |  | 40,457.64 | s | 55,929.50 | 5 | 22,394,64 | 5 | ${ }^{6,38237}$ |  | 136,901.21 |
| ${ }^{132616}$ Marc Marajh | ON- Fariview North | 2849 | 3 | 0 | 2852 | s |  | s |  | s | ${ }_{4}^{46,89455}$ | s | 63,839.19 | s | 24,783,90 |  | ${ }_{\text {13,517.64 }}^{13,514}$ |
| 94875 Neil Statuon 111203 Suiuna Cooke | $\xrightarrow{\text { ON- }- \text { Slington }}$ ON- Otawa | 246 1766 | ${ }^{90}$ | ${ }_{0}^{3}$ | 339 1766 | s | 12,94.41 | s | ${ }_{56,783.03}^{63.81 .32}$ | s | 57.515 .41 <br> 13,18273 | s | 20.671 .87 | s | 24,015.84 |  | $13,4.321 .14$ <br> 114.653 .47 <br> 1.54 |
| 96677 Khieng Heng | ON - Cambridge | 1394 | 3 | 1 | 1398 | s | 60.840 .97 | s | $50,273.88$ | s |  |  |  | 5 |  | s | 111,114.85 |
|  |  | 100065 | 678 | 43 | 100786 | s | $728,428.14$ | s | 1,234,344,93 | s | 1,59, 3 ,3.52 | ¢ | 1,360,62.97 | 5 | 704,773.24 |  |  |

This is Exhibit "CC"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019



| Contractor Hierarchy |  |  |  |
| :---: | :---: | :---: | :---: |
| Pay Level | Contractor \# | Full Name | Business Name |
| - Assistant Crew Coordi... | 275002 | Greg Giza |  |
| Crew Coordinator | 275002 | Greg Giza |  |
| Assistant Regional Di. | 277999 | Michael Cook |  |
| Regional Distributor | 277999 | Michael Cook |  |
| Senior Regional Distri. | 277999 | Michael Cook |  |
| National Distributor | 275000 | Darren Pritchett | PLC Global Energy Marketi. |
| Senior National Distri.. |  |  |  |
|  |  |  |  |
| 1 |  | III | $\square 1$ |
| Contractor Statistics |  |  |  |

## Documents

Account Agreements

| IC \# | Licenses |  |
| :--- | :--- | :--- |
| 275002 | Jurisdiction | Regional Of |

-----Original Message-----
From: Regional (Ray)
Sent: Tuesday, May 27, 2014 2:26 PM
To: sales support
Cc: Ravi Maharaj
Subject: Greg Giza

Can we process the attached badge request for Ottawa? This IC was a returning IC from about 7 years ago
Not sure if you need his old IC number, but Ravi will provide that to you when he gets in the office if needed.
Can we have this badge processed and sent to Ottawa?
Ravi has already confirmed with compliance that he is good to go (email attached)
Thanks in advance

Ray

This is Exhibit "DD"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019
COMMISSIONER OF OATHS
Neal Hewitt
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## Daniel Barbieri Overrides

| Sum of ContractCount Row Labels | Column Labels Blay Armah | Daniel Barbieri | Jermaine Lawrence | Megan Noble | Rajni Pathak | Scott Eger | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01/04/2012 |  |  |  |  |  |  | 0 |
| 02/04/2012 |  |  |  |  |  |  | 0 |
| 03/04/2012 |  |  |  |  |  |  | 0 |
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| 15/04/2012 |  |  |  |  |  |  | 0 |
| 16/04/2012 |  |  |  |  |  |  | 0 |
| 17/04/2012 |  |  |  |  |  |  | 0 |
| 18/04/2012 |  |  |  |  |  |  | 0 |
| 19/04/2012 |  |  |  |  |  |  | 0 |
| 20/04/2012 |  |  |  |  |  |  | 0 |
| 21/04/2012 |  |  |  |  |  |  | 0 |
| 22/04/2012 |  |  |  |  |  |  | 0 |
| 23/04/2012 |  | 1 |  |  |  |  | 1 |
| 24/04/2012 |  |  |  |  |  |  | 0 |
| 25/04/2012 |  |  |  |  |  |  | 0 |
| 26/04/2012 |  |  |  |  |  |  | 0 |
| 27/04/2012 |  |  |  |  |  |  | 0 |
| 28/04/2012 |  |  |  |  |  |  | 0 |
| 29/04/2012 |  |  |  |  |  |  | 0 |
| 30/04/2012 |  |  |  |  |  |  | 0 |
| 01/05/2012 |  |  |  |  |  |  | 0 |
| 02/05/2012 |  |  |  |  |  |  | 0 |
| 03/05/2012 |  |  |  |  |  |  | 0 |
| 04/05/2012 |  |  |  |  |  |  | 0 |
| 05/05/2012 |  |  |  |  |  |  | 0 |
| 06/05/2012 |  |  |  |  |  |  | 0 |
| 07/05/2012 |  |  |  |  |  |  | 0 |
| 08/05/2012 |  |  |  |  |  |  | 0 |
| 09/05/2012 |  |  |  |  |  |  | 0 |
| 10/05/2012 |  |  |  |  |  |  | 0 |
| 11/05/2012 |  |  |  |  |  |  | 0 |
| 12/05/2012 |  |  |  |  |  |  | 0 |
| 13/05/2012 |  |  |  |  |  |  | 0 |
| 14/05/2012 |  |  |  |  |  |  | 0 |
| 15/05/2012 |  |  |  |  |  |  | 0 |
| 16/05/2012 |  |  |  |  |  |  | 0 |
| 17/05/2012 |  |  |  |  |  |  | 0 |
| 18/05/2012 |  |  |  |  |  |  | 0 |
| 19/05/2012 |  |  |  |  |  |  | 0 |
| 20/05/2012 |  |  |  |  |  |  | 0 |
| 21/05/2012 |  |  |  |  |  |  | 0 |
| 22/05/2012 |  |  |  |  |  |  | 0 |
| 23/05/2012 |  |  |  |  |  |  | 0 |
| 24/05/2012 |  |  |  |  |  |  | 0 |
| 25/05/2012 |  |  |  |  |  |  | 0 |
| 26/05/2012 |  |  |  |  |  |  | 0 |
| 27/05/2012 |  |  |  |  |  |  | 0 |
| 28/05/2012 |  | 1 |  |  |  |  | 1 |
| 29/05/2012 |  |  |  |  |  |  | 0 |
| 30/05/2012 |  |  |  |  |  |  | 0 |
| 31/05/2012 |  |  |  |  |  |  | 0 |
| 01/06/2012 |  |  |  |  |  |  | 0 |
| 02/06/2012 |  |  |  |  |  |  | 0 |
| 03/06/2012 |  |  |  |  |  |  | 0 |
| 04/06/2012 |  |  |  |  |  |  | 0 |
| 05/06/2012 |  |  |  |  |  |  | 0 |
| 06/06/2012 |  |  |  |  |  |  | 0 |
| 07/06/2012 |  |  |  |  |  |  | 0 |
| 08/06/2012 |  |  |  |  |  |  | 0 |
| 09/06/2012 |  |  |  |  |  |  | 0 |
| 10/06/2012 |  |  |  |  |  |  | 0 |
| 11/06/2012 |  | 4 |  |  |  |  | 4 |


| Sum of ContractCount Row Labels | Column Labels Blay Armah | Daniel Barbieri | Jermaine Lawrence | Megan Noble | Rajni Pathak | Scott Eger | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 12/06/2012 |  | 6 |  |  |  |  | 6 |
| 13/06/2012 |  |  |  |  |  |  | 0 |
| 14/06/2012 |  |  |  |  |  |  | 0 |
| 15/06/2012 |  |  |  |  |  |  | 0 |
| 16/06/2012 |  |  |  |  |  |  | 0 |
| 17/06/2012 |  |  |  |  |  |  | 0 |
| 18/06/2012 |  | 7 |  |  |  |  | 7 |
| 19/06/2012 |  |  | 2 |  |  |  | 2 |
| 20/06/2012 |  | 5 | 2 |  |  |  | 7 |
| 21/06/2012 | 5 | 1 |  | 2 |  |  | 8 |
| 22/06/2012 |  | 1 | 2 |  |  |  | 3 |
| 23/06/2012 |  | 3 | 1 | 1 |  |  | 5 |
| 24/06/2012 |  |  |  |  |  |  | 0 |
| 25/06/2012 | 2 | 7 | 1 | 3 |  |  | 13 |
| 26/06/2012 | 3 | 1 |  | 1 |  |  | 5 |
| 27/06/2012 |  | 5 | 6 | 1 |  |  | 12 |
| 28/06/2012 |  |  |  | 1 |  |  | 1 |
| 29/06/2012 |  | 5 | 3 |  |  |  | 8 |
| 30/06/2012 |  |  | 3 | 2 |  |  | 5 |
| 01/07/2012 |  | 2 | 3 | 4 |  |  | 9 |
| 02/07/2012 |  |  |  |  |  |  | 0 |
| 03/07/2012 |  | 1 | 1 |  |  |  | 2 |
| 04/07/2012 |  | 1 |  |  |  |  | 1 |
| 05/07/2012 |  | 3 |  | 3 |  |  | 6 |
| 06/07/2012 |  |  | 2 | 2 |  |  | 4 |
| 07/07/2012 |  |  | 1 | 1 |  |  | 2 |
| 08/07/2012 |  |  |  |  |  |  | 0 |
| 09/07/2012 |  | 13 | 4 | 4 |  |  | 21 |
| 10/07/2012 |  | 5 | 1 |  |  |  | 6 |
| 11/07/2012 |  |  | 2 |  |  |  | 2 |
| 12/07/2012 |  | 3 | 1 | 1 |  |  | 5 |
| 13/07/2012 |  |  | 1 |  |  |  | 1 |
| 14/07/2012 |  |  |  |  |  |  | 0 |
| 15/07/2012 |  |  |  |  |  |  | 0 |
| 16/07/2012 |  | 3 | 1 | 2 |  |  | 6 |
| 17/07/2012 |  |  |  |  |  |  | 0 |
| 18/07/2012 |  | 4 | 2 |  |  |  | 6 |
| 19/07/2012 |  | 4 | 3 |  |  |  | 7 |
| 20/07/2012 |  |  | 6 |  |  |  | 6 |
| 21/07/2012 |  | 1 | 1 |  |  |  | 2 |
| 22/07/2012 |  |  | 1 |  |  |  | 1 |
| 23/07/2012 |  | 4 | 1 |  |  |  | 5 |
| 24/07/2012 |  | 9 | 1 |  |  |  | 10 |
| 25/07/2012 |  | 14 |  |  |  |  | 14 |
| 26/07/2012 |  | 10 | 1 |  |  |  | 11 |
| 27/07/2012 |  |  | 3 |  |  |  | 3 |
| 28/07/2012 |  |  | 1 |  |  |  | 1 |
| 29/07/2012 |  | 1 | 1 |  |  |  | 2 |
| 30/07/2012 |  |  | 3 |  |  |  | 3 |
| 31/07/2012 |  | 4 | 4 |  | 7 |  | 15 |
| 01/08/2012 |  | 1 | 3 |  |  |  | 4 |
| 02/08/2012 |  | 7 | 1 |  | 4 |  | 12 |
| 03/08/2012 |  |  | 4 |  |  |  | 4 |
| 04/08/2012 |  |  | 1 |  | 3 |  | 4 |
| 05/08/2012 |  |  |  |  |  |  | 0 |
| 06/08/2012 |  | 10 | 3 |  | 5 |  | 18 |
| 07/08/2012 |  | 5 | 1 |  | 2 |  | 8 |
| 08/08/2012 |  | 9 | 1 |  | 3 | 1 | 14 |
| 09/08/2012 |  | 5 | 1 |  | 4 |  | 10 |
| 10/08/2012 |  | 1 | 2 |  | 2 |  | 5 |
| 11/08/2012 |  | 3 | 2 |  | 1 |  | 6 |
| 12/08/2012 |  | 1 |  |  |  |  | 1 |
| 13/08/2012 |  | 9 | 4 |  |  |  | 13 |
| 14/08/2012 |  | 2 |  |  |  |  | 2 |
| 15/08/2012 |  |  |  |  |  |  | 0 |
| 16/08/2012 |  | 1 | 1 |  |  |  | 2 |
| 17/08/2012 |  |  | 1 |  |  |  | 1 |
| 18/08/2012 |  | 4 |  |  |  |  | 4 |
| 19/08/2012 |  |  |  |  |  |  | 0 |
| 20/08/2012 |  | 3 | 3 |  |  |  | 6 |
| 21/08/2012 |  | 8 | 4 |  |  |  | 12 |
| 22/08/2012 |  | 13 | 6 |  |  |  | 19 |
| 23/08/2012 |  | 9 | 1 |  |  |  | 10 |
| 24/08/2012 |  | 11 |  |  |  |  | 11 |
| 25/08/2012 |  | 5 | 2 |  |  |  | 7 |


| Sum of ContractCount Row Labels | Column Labels Blay Armah | Daniel Barbieri | Jermaine Lawrence | Megan Noble | Rajni Pathak | Scott Eger | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 26/08/2012 |  | 2 |  |  |  |  | 2 |
| 27/08/2012 |  | 1 | 1 |  |  |  | 2 |
| 28/08/2012 |  | 2 | 5 |  |  |  | 7 |
| 29/08/2012 |  | 8 |  |  |  |  | 8 |
| 30/08/2012 |  | 2 | 2 |  |  |  | 4 |
| 31/08/2012 |  |  | 4 |  |  |  | 4 |
| 01/09/2012 |  |  |  |  |  |  | 0 |
| 02/09/2012 |  |  |  |  |  |  | 0 |
| 03/09/2012 |  |  | 2 |  |  |  | 2 |
| 04/09/2012 |  | 2 |  |  |  |  | 2 |
| 05/09/2012 |  |  | 1 |  |  |  | 1 |
| 06/09/2012 |  |  |  |  |  |  | 0 |
| 07/09/2012 |  |  |  |  |  |  | 0 |
| 08/09/2012 |  |  |  |  |  |  | 0 |
| 09/09/2012 |  |  |  |  |  |  | 0 |
| 10/09/2012 |  |  |  |  |  |  | 0 |
| 11/09/2012 |  |  |  |  |  |  | 0 |
| 12/09/2012 |  |  |  |  |  |  | 0 |
| 13/09/2012 |  |  |  |  |  |  | 0 |
| 14/09/2012 |  |  |  |  |  |  | 0 |
| 15/09/2012 |  |  |  |  |  |  | 0 |
| 16/09/2012 |  |  |  |  |  |  | 0 |
| 17/09/2012 |  |  |  |  |  |  | 0 |
| 18/09/2012 |  |  |  |  |  |  | 0 |
| 19/09/2012 |  |  |  |  |  |  | 0 |
| 20/09/2012 |  |  |  |  |  |  | 0 |
| 21/09/2012 |  |  |  |  |  |  | 0 |
| 22/09/2012 |  |  |  |  |  |  | 0 |
| 23/09/2012 |  |  |  |  |  |  | 0 |
| 24/09/2012 |  |  |  |  |  |  | 0 |
| 25/09/2012 |  |  |  |  |  |  | 0 |
| 26/09/2012 |  |  |  |  |  |  | 0 |
| 27/09/2012 |  |  |  |  |  |  | 0 |
| 28/09/2012 |  |  |  |  |  |  | 0 |
| 29/09/2012 |  |  |  |  |  |  | 0 |
| 30/09/2012 |  |  |  |  |  |  | 0 |
| Grand Total | 10 | 254 | 121 | 28 | 31 | 1 | 445 |

This is Exhibit "EE"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019








(
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This is Exhibit "FF"
referred to in the Affidavit of Richard Teixeira sworn before me this
$11^{\text {th }}$ day of January, 2019


## Roland Lavigne Overrides



| Sum of ContractCount | IC Name |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Row Labels | Amir Nazari | Brody Laurie | Godwin Rana | Janie Boots | Jason St Jean | Kateryna Ivzhenko | Osama Khan | Roland Lavigne | Grand Total |
| 19/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 20/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 21/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 22/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 23/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 24/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 25/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 26/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 27/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 28/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 29/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 30/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 31/07/2015 |  |  |  |  |  |  |  |  | 0 |
| 01/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 02/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 03/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 04/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 05/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 06/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 07/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 08/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 09/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 10/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 11/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 12/08/2015 |  |  |  |  |  |  |  | 5 | 5 |
| 13/08/2015 |  |  |  |  |  |  |  | 10 | 10 |
| 14/08/2015 |  |  |  |  |  |  |  | 4 | 4 |
| 15/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 16/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 17/08/2015 |  |  |  |  |  |  |  | 7 | 7 |
| 18/08/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 19/08/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 20/08/2015 |  |  |  |  |  |  |  | 9 | 9 |
| 21/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 22/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 23/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 24/08/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 25/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 26/08/2015 |  |  |  |  |  |  |  | 5 | 5 |
| 27/08/2015 |  |  |  |  |  |  | 3 | 4 | 7 |
| 28/08/2015 |  |  |  |  |  |  | 8 |  | 8 |
| 29/08/2015 |  |  |  |  |  |  | 1 | 4 | 5 |
| 30/08/2015 |  |  |  |  |  |  |  |  | 0 |
| 31/08/2015 |  |  |  |  |  |  | 4 | 5 | 9 |
| 01/09/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 02/09/2015 |  |  |  |  |  |  | 3 | 5 | 8 |
| 03/09/2015 |  |  |  |  |  |  | 6 | 3 | 9 |
| 04/09/2015 |  |  |  |  |  |  | 1 | 2 | 3 |
| 05/09/2015 |  |  |  |  |  |  | 2 |  | 2 |
| 06/09/2015 |  |  |  |  |  |  | 6 |  | 6 |
| 07/09/2015 |  |  |  |  |  |  | 9 | 5 | 14 |
| 08/09/2015 |  |  |  |  |  |  |  | 4 | 4 |
| 09/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 10/09/2015 |  |  |  |  |  |  | 5 | 8 | 13 |
| 11/09/2015 |  |  |  |  |  |  | 6 | 3 | 9 |
| 12/09/2015 |  |  |  |  |  |  | 7 |  | 7 |
| 13/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 14/09/2015 |  |  |  |  |  |  | 2 | 5 | 7 |
| 15/09/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 16/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 17/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 18/09/2015 |  |  |  |  |  |  |  | 8 | 8 |
| 19/09/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 20/09/2015 |  |  |  |  |  |  |  | 6 | 6 |
| 21/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 22/09/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 23/09/2015 |  |  |  |  |  |  | 2 | 9 | 11 |
| 24/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 25/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 26/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 27/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 28/09/2015 |  |  |  |  |  |  |  | 1 | 1 |
| 29/09/2015 |  |  |  |  |  |  |  | 3 | 3 |
| 30/09/2015 |  |  |  |  |  |  |  |  | 0 |
| 01/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 02/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 03/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 04/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 05/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 06/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 07/10/2015 |  |  |  |  |  |  |  |  | 0 |
|  |  |  |  |  |  |  |  |  | $\stackrel{\bigcirc}{\infty}$ |


| Sum of ContractCount | IC Name |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Row Labels | Amir Nazari | Brody Laurie | Godwin Rana | Janie Boots | Jason St Jean | Kateryna Ivzhenko | Osama Khan | Roland Lavigne | Grand Total |
| 08/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 09/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 10/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 11/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 12/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 13/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 14/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 15/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 16/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 17/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 18/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 19/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 20/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 21/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 22/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 23/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 24/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 25/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 26/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 27/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 28/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 29/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 30/10/2015 |  |  |  |  |  |  |  |  | 0 |
| 31/10/2015 |  |  |  |  |  |  |  |  | 0 |
| Grand Total | 68 | 90 | 1 | 29 | 316 | 3 | 65 | 492 | 1064 |

This is Exhibit "GG" referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019
(1)



This is Exhibit "HH"
referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

## Daniel Barbieri Overrides

| Sum of ContractCount Row Labels | Column Labels Blay Armah | Daniel Barbieri | Jermaine Lawrence | Megan Noble | Rajni Pathak | Scott Eger | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01/04/2012 |  |  |  |  |  |  | 0 |
| 02/04/2012 |  |  |  |  |  |  | 0 |
| 03/04/2012 |  |  |  |  |  |  | 0 |
| 04/04/2012 |  | 1 |  |  |  |  | 1 |
| 05/04/2012 |  |  |  |  |  |  | 0 |
| 06/04/2012 |  |  |  |  |  |  | 0 |
| 07/04/2012 |  |  |  |  |  |  | 0 |
| 08/04/2012 |  |  |  |  |  |  | 0 |
| 09/04/2012 |  |  |  |  |  |  | 0 |
| 10/04/2012 |  |  |  |  |  |  | 0 |
| 11/04/2012 |  |  |  |  |  |  | 0 |
| 12/04/2012 |  |  |  |  |  |  | 0 |
| 13/04/2012 |  |  |  |  |  |  | 0 |
| 14/04/2012 |  |  |  |  |  |  | 0 |
| 15/04/2012 |  |  |  |  |  |  | 0 |
| 16/04/2012 |  |  |  |  |  |  | 0 |
| 17/04/2012 |  |  |  |  |  |  | 0 |
| 18/04/2012 |  |  |  |  |  |  | 0 |
| 19/04/2012 |  |  |  |  |  |  | 0 |
| 20/04/2012 |  |  |  |  |  |  | 0 |
| 21/04/2012 |  |  |  |  |  |  | 0 |
| 22/04/2012 |  |  |  |  |  |  | 0 |
| 23/04/2012 |  | 1 |  |  |  |  | 1 |
| 24/04/2012 |  |  |  |  |  |  | 0 |
| 25/04/2012 |  |  |  |  |  |  | 0 |
| 26/04/2012 |  |  |  |  |  |  | 0 |
| 27/04/2012 |  |  |  |  |  |  | 0 |
| 28/04/2012 |  |  |  |  |  |  | 0 |
| 29/04/2012 |  |  |  |  |  |  | 0 |
| 30/04/2012 |  |  |  |  |  |  | 0 |
| 01/05/2012 |  |  |  |  |  |  | 0 |
| 02/05/2012 |  |  |  |  |  |  | 0 |
| 03/05/2012 |  |  |  |  |  |  | 0 |
| 04/05/2012 |  |  |  |  |  |  | 0 |
| 05/05/2012 |  |  |  |  |  |  | 0 |
| 06/05/2012 |  |  |  |  |  |  | 0 |
| 07/05/2012 |  |  |  |  |  |  | 0 |
| 08/05/2012 |  |  |  |  |  |  | 0 |
| 09/05/2012 |  |  |  |  |  |  | 0 |
| 10/05/2012 |  |  |  |  |  |  | 0 |
| 11/05/2012 |  |  |  |  |  |  | 0 |
| 12/05/2012 |  |  |  |  |  |  | 0 |
| 13/05/2012 |  |  |  |  |  |  | 0 |
| 14/05/2012 |  |  |  |  |  |  | 0 |
| 15/05/2012 |  |  |  |  |  |  | 0 |
| 16/05/2012 |  |  |  |  |  |  | 0 |
| 17/05/2012 |  |  |  |  |  |  | 0 |
| 18/05/2012 |  |  |  |  |  |  | 0 |
| 19/05/2012 |  |  |  |  |  |  | 0 |
| 20/05/2012 |  |  |  |  |  |  | 0 |
| 21/05/2012 |  |  |  |  |  |  | 0 |
| 22/05/2012 |  |  |  |  |  |  | 0 |
| 23/05/2012 |  |  |  |  |  |  | 0 |
| 24/05/2012 |  |  |  |  |  |  | 0 |
| 25/05/2012 |  |  |  |  |  |  | 0 |
| 26/05/2012 |  |  |  |  |  |  | 0 |
| 27/05/2012 |  |  |  |  |  |  | 0 |
| 28/05/2012 |  | 1 |  |  |  |  | 1 |
| 29/05/2012 |  |  |  |  |  |  | 0 |
| 30/05/2012 |  |  |  |  |  |  | 0 |
| 31/05/2012 |  |  |  |  |  |  | 0 |
| 01/06/2012 |  |  |  |  |  |  | 0 |
| 02/06/2012 |  |  |  |  |  |  | 0 |
| 03/06/2012 |  |  |  |  |  |  | 0 |
| 04/06/2012 |  |  |  |  |  |  | 0 |
| 05/06/2012 |  |  |  |  |  |  | 0 |
| 06/06/2012 |  |  |  |  |  |  | 0 |
| 07/06/2012 |  |  |  |  |  |  | 0 |
| 08/06/2012 |  |  |  |  |  |  | 0 |
| 09/06/2012 |  |  |  |  |  |  | 0 |
| 10/06/2012 |  |  |  |  |  |  | 0 |
| 11/06/2012 |  | 4 |  |  |  |  | 4 |
|  |  |  |  |  |  |  | 0 $\bigcirc 0$ |


| Sum of ContractCount Row Labels | Column Labels Blay Armah | Daniel Barbieri | Jermaine Lawrence | Megan Noble | Rajni Pathak | Scott Eger | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 12/06/2012 |  | 6 |  |  |  |  | 6 |
| 13/06/2012 |  |  |  |  |  |  | 0 |
| 14/06/2012 |  |  |  |  |  |  | 0 |
| 15/06/2012 |  |  |  |  |  |  | 0 |
| 16/06/2012 |  |  |  |  |  |  | 0 |
| 17/06/2012 |  |  |  |  |  |  | 0 |
| 18/06/2012 |  | 7 |  |  |  |  | 7 |
| 19/06/2012 |  |  | 2 |  |  |  | 2 |
| 20/06/2012 |  | 5 | 2 |  |  |  | 7 |
| 21/06/2012 | 5 | 1 |  | 2 |  |  | 8 |
| 22/06/2012 |  | 1 | 2 |  |  |  | 3 |
| 23/06/2012 |  | 3 | 1 | 1 |  |  | 5 |
| 24/06/2012 |  |  |  |  |  |  | 0 |
| 25/06/2012 | 2 | 7 | 1 | 3 |  |  | 13 |
| 26/06/2012 | 3 | 1 |  | 1 |  |  | 5 |
| 27/06/2012 |  | 5 | 6 | 1 |  |  | 12 |
| 28/06/2012 |  |  |  | 1 |  |  | 1 |
| 29/06/2012 |  | 5 | 3 |  |  |  | 8 |
| 30/06/2012 |  |  | 3 | 2 |  |  | 5 |
| 01/07/2012 |  | 2 | 3 | 4 |  |  | 9 |
| 02/07/2012 |  |  |  |  |  |  | 0 |
| 03/07/2012 |  | 1 | 1 |  |  |  | 2 |
| 04/07/2012 |  | 1 |  |  |  |  | 1 |
| 05/07/2012 |  | 3 |  | 3 |  |  | 6 |
| 06/07/2012 |  |  | 2 | 2 |  |  | 4 |
| 07/07/2012 |  |  | 1 | 1 |  |  | 2 |
| 08/07/2012 |  |  |  |  |  |  | 0 |
| 09/07/2012 |  | 13 | 4 | 4 |  |  | 21 |
| 10/07/2012 |  | 5 | 1 |  |  |  | 6 |
| 11/07/2012 |  |  | 2 |  |  |  | 2 |
| 12/07/2012 |  | 3 | 1 | 1 |  |  | 5 |
| 13/07/2012 |  |  | 1 |  |  |  | 1 |
| 14/07/2012 |  |  |  |  |  |  | 0 |
| 15/07/2012 |  |  |  |  |  |  | 0 |
| 16/07/2012 |  | 3 | 1 | 2 |  |  | 6 |
| 17/07/2012 |  |  |  |  |  |  | 0 |
| 18/07/2012 |  | 4 | 2 |  |  |  | 6 |
| 19/07/2012 |  | 4 | 3 |  |  |  | 7 |
| 20/07/2012 |  |  | 6 |  |  |  | 6 |
| 21/07/2012 |  | 1 | 1 |  |  |  | 2 |
| 22/07/2012 |  |  | 1 |  |  |  | 1 |
| 23/07/2012 |  | 4 | 1 |  |  |  | 5 |
| 24/07/2012 |  | 9 | 1 |  |  |  | 10 |
| 25/07/2012 |  | 14 |  |  |  |  | 14 |
| 26/07/2012 |  | 10 | 1 |  |  |  | 11 |
| 27/07/2012 |  |  | 3 |  |  |  | 3 |
| 28/07/2012 |  |  | 1 |  |  |  | 1 |
| 29/07/2012 |  | 1 | 1 |  |  |  | 2 |
| 30/07/2012 |  |  | 3 |  |  |  | 3 |
| 31/07/2012 |  | 4 | 4 |  | 7 |  | 15 |
| 01/08/2012 |  | 1 | 3 |  |  |  | 4 |
| 02/08/2012 |  | 7 | 1 |  | 4 |  | 12 |
| 03/08/2012 |  |  | 4 |  |  |  | 4 |
| 04/08/2012 |  |  | 1 |  | 3 |  | 4 |
| 05/08/2012 |  |  |  |  |  |  | 0 |
| 06/08/2012 |  | 10 | 3 |  | 5 |  | 18 |
| 07/08/2012 |  | 5 | 1 |  | 2 |  | 8 |
| 08/08/2012 |  | 9 | 1 |  | 3 | 1 | 14 |
| 09/08/2012 |  | 5 | 1 |  | 4 |  | 10 |
| 10/08/2012 |  | 1 | 2 |  | 2 |  | 5 |
| 11/08/2012 |  | 3 | 2 |  | 1 |  | 6 |
| 12/08/2012 |  | 1 |  |  |  |  | 1 |
| 13/08/2012 |  | 9 | 4 |  |  |  | 13 |
| 14/08/2012 |  | 2 |  |  |  |  | 2 |
| 15/08/2012 |  |  |  |  |  |  | 0 |
| 16/08/2012 |  | 1 | 1 |  |  |  | 2 |
| 17/08/2012 |  |  | 1 |  |  |  | 1 |
| 18/08/2012 |  | 4 |  |  |  |  | 4 |
| 19/08/2012 |  |  |  |  |  |  | 0 |
| 20/08/2012 |  | 3 | 3 |  |  |  | 6 |
| 21/08/2012 |  | 8 | 4 |  |  |  | 12 |
| 22/08/2012 |  | 13 | 6 |  |  |  | 19 |
| 23/08/2012 |  | 9 | 1 |  |  |  | 10 |
| 24/08/2012 |  | 11 |  |  |  |  | 11 |
| 25/08/2012 |  | 5 | 2 |  |  |  | 7 |


| Sum of ContractCount Row Labels | Column Labels Blay Armah | Daniel Barbieri | Jermaine Lawrence | Megan Noble | Rajni Pathak | Scott Eger | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 26/08/2012 |  | 2 |  |  |  |  | 2 |
| 27/08/2012 |  | 1 | 1 |  |  |  | 2 |
| 28/08/2012 |  | 2 | 5 |  |  |  | 7 |
| 29/08/2012 |  | 8 |  |  |  |  | 8 |
| 30/08/2012 |  | 2 | 2 |  |  |  | 4 |
| 31/08/2012 |  |  | 4 |  |  |  | 4 |
| 01/09/2012 |  |  |  |  |  |  | 0 |
| 02/09/2012 |  |  |  |  |  |  | 0 |
| 03/09/2012 |  |  | 2 |  |  |  | 2 |
| 04/09/2012 |  | 2 |  |  |  |  | 2 |
| 05/09/2012 |  |  | 1 |  |  |  | 1 |
| 06/09/2012 |  |  |  |  |  |  | 0 |
| 07/09/2012 |  |  |  |  |  |  | 0 |
| 08/09/2012 |  |  |  |  |  |  | 0 |
| 09/09/2012 |  |  |  |  |  |  | 0 |
| 10/09/2012 |  |  |  |  |  |  | 0 |
| 11/09/2012 |  |  |  |  |  |  | 0 |
| 12/09/2012 |  |  |  |  |  |  | 0 |
| 13/09/2012 |  |  |  |  |  |  | 0 |
| 14/09/2012 |  |  |  |  |  |  | 0 |
| 15/09/2012 |  |  |  |  |  |  | 0 |
| 16/09/2012 |  |  |  |  |  |  | 0 |
| 17/09/2012 |  |  |  |  |  |  | 0 |
| 18/09/2012 |  |  |  |  |  |  | 0 |
| 19/09/2012 |  |  |  |  |  |  | 0 |
| 20/09/2012 |  |  |  |  |  |  | 0 |
| 21/09/2012 |  |  |  |  |  |  | 0 |
| 22/09/2012 |  |  |  |  |  |  | 0 |
| 23/09/2012 |  |  |  |  |  |  | 0 |
| 24/09/2012 |  |  |  |  |  |  | 0 |
| 25/09/2012 |  |  |  |  |  |  | 0 |
| 26/09/2012 |  |  |  |  |  |  | 0 |
| 27/09/2012 |  |  |  |  |  |  | 0 |
| 28/09/2012 |  |  |  |  |  |  | 0 |
| 29/09/2012 |  |  |  |  |  |  | 0 |
| 30/09/2012 |  |  |  |  |  |  | 0 |
| Grand Total | 10 | 254 | 121 | 28 | 31 | 1 | 445 |

This is Exhibit "II"
referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


| Regionaloficeename | Officeuruisicition | agentold | Agentaccountcode FullamefL | SigningDate Rtrcontractidentifier | Commoditydentifier | commoditytypeidentifier | Contracturisidicion | Locationtypeldentifier | Contractryeldentifier | Productrypeldentifier | customerity | Customerprovstate | OverideBadge | Pveride | Paylevelldentifier | Regional |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Kitchener-Resi | on | 129266 | 1016026 Katyy Schwantz | 16/12/2013 CISE805020654 | ${ }_{\text {ele }}$ | Brown | on | ReS | new | JECP | North Bay | on | 101626 | Katly Schwantz | ACR | Joel Stewart |
| Kitchener-Resi | on | 129263 | 1016023 Medardo Montano | 16/12/2013 101529262 | ELE | Brown | on | ReS | New | JECP | Etobicoke | ON | 1016026 | Katly Schwantz | ACR | Joel Stewart |
| Kitchener-Resi | on | 12926 | 1016026 Katyy Schwantz | 19/12/2013 JE9059929 | Equip | есов $^{\text {c }}$ | on | RES | new | Ecobee | North Bay | on | 101626 | Katy Schwantz | crw | Joel Stewart |
| Kitchener-Resi | on | 129263 | 1016023 Medardo Montano | 19/12/2013 JE90599149 | Equip | ${ }_{\text {ecob }}$ | on | Res | New | Ecobee | Hamilon | on | 101626 | Katly Schwantz | acr | Joel Stewart |
| Kitchener-Resi | on | 129266 | 1016026 Katly Schwantz | 02/01/2014 805021585 | ELE | Brown | on | ReS | new | JECP | Bram | on |  | Katly Schwantz | ACR | Joel Stewart |
| Kitchener-Resi | on | 105142 | 1016001 Joshua Jafy | 02/01/2014 101529708 | ${ }_{\text {ele }}$ | Brown | on | ReS | New | ${ }_{\text {JECP }}$ | north bay | on | 1016026 | Katly Schwantz | crw | Joel Stewart |





| RegionalofficeName | officeurisidiction | agentold | Agentaccount Code | FullnamefL | Signingate | RtircontractIdentifier | Commoditydentifier | commoditytyeidentifier | tracturisidiction | LocationTypeldentifier | nitractiveldentifier | Productiypeldentifier | customercity | Customerprovstate | OverrideBage | Overide | Paylevelldentifier | Regional |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ng | on | 3 | 5 | Daniel Barbiel | 11/0 | 79298853 | gas | Brown | on | RES | new | Bill |  | on | 05 | D |  |  |
| Viking | on | 102198 | 340100 | Rajin Pathak | 11/88/2012 | 101004274 | gas | Brown | on | ReS | NEW | Flatiil | Hamiton | on | 340005 | Daniel Bar |  | Jahan |

This is Exhibit "JJ"
referred to in the Affidavit of Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019



Trip Rules

Just Energy is one of the few Energy Retailers in North America to offer incentive trips all over the world to all of its Sales Representatives. This is a great way to experience new places and meet fellow peers in all of our jurisdictions across North America. We want everyone to have the trip of a lifetime and remember that you are ambassadors of Just Energy wherever we travel. We've listed the important points below:

Trip eligibility first depends on the Trip Points Sales Representatives earn during the Contest Reporting Period.

* Trip Points are earned per Approved Contract or per RCE. The Trip Points are detailed on the Sell Sheet.
- An Approved Contract is customer contract that is accepted or flows during the Contest Reporting Period.
- A RCE means Residential Customer Equivalent, a unit of measure which represents $10,000 \mathrm{kWh}, 1,000 \mathrm{Ccfs}, 1,000 \mathrm{Therms}, 3,000 \mathrm{~m} 3$ and/or 115 GJ . A RCE is a single residential customer's typical annual consumption of gas or electricity.
- The Contest Reporting Period is December 28, 2015 through May 8, 2016.

Trip eligibility also depends on the following:

- Sales Representatives MUST have a compliance ratio of less than $2 \%$ as of the date of the Trip.
* A Sales Representative MUST be in "Active" status as of the date of the Trip. As an independent contractor Sales Representative, "Active" status means someone who: (i) submitted Approved Contracts equal to at least 65 RCEs during the 3 month period prior to the start of the Trip; (ii) submitted Approved Contracts within the 30 day period prior to the Trip; and (iii) has not provided services to any competitor of any Just Energy entity during the Contest Reporting Period.
- As an employee Sales Representative, "Active" status means you are employed with a Just Energy entity as of the date of the Trip.
* Trip points are not interchangeablewith other incentive points (ex., Just Energy Nation points or other Trip programs).

Other important points:

- At the discretion of Just Energy, Trip Points are reduced for commercial pricing, monthly/variable/apartments/termdiscounts and volume discounts. For example,
- A contract signed on a one-year term only represents $20 \%$ of the point value listed on the Sell Sheet.
- A product that discounts commissions will also have the Trip Point value discounted by the same amount.
- All hotel rooms are based on double occupancy. We will do our best to honor roommate requests however preferred roommates may not be available.
- Payouts. Sales Representatives who request a payout instead of attending the Trip, MUST be matched to a Sales Representative who has already qualified for the Trip, and wishes to purchase another Trip. The purchase will be facilitated by Just Energy.
- In its discretion, Just Energy may provide a payout if there is a legal or medical reason for not being able to attend with legitimate documentation.
- The number of Trips a Sales Representative may qualify for is capped at two trips. Any additional trips will be paid out at an amount of $\$ 1,000$ CDN/USD. The Sales Representative may use these payouts to purchase additional Trips.
- Payouts (for successfully selling your Trip) and deductions (for purchasing an additional Trip) will commence the week before the Trip is scheduled to start unless advised otherwise by Just Energy.
* New Sales Representativesmay qualify for the Trip based on a reduced threshold (prorated qualification) if they begin after the first week of the Contest Reporting Period.
- Trips earned through a prorated qualification are not entitled for a payout nor can they be sold to another individual.
- Sales Representatives who earn a Trip through prorated qualification can qualify for a second Trip by accumulating the full Trip Points in addition to their prorated points.
- New Sales Representatives who begin within the Trip Contest Reporting Period are eligible to qualify for the Trip based on the prorated point schedule.
- All Trips for Sales Representatives are subject to a taxable benefit that will be added to your T4A/1099 or W-2 at the end of each calendar year. Additional trips awarded for the guests of Sales Representatives are subject to a $100 \%$ taxable benefit which is added to the T4A/1099 or W-2 of the Sales Representative who brought the guest.
- Sales Representatives are required to have a valid passport that will not expire for six months prior to the start of the Trip.
- Sales Representatives are responsible for any Visas that they might require for travel and any necessary documents related to traveling before registering

Any questions can be forwarded to Sales Operations at salessupport@justenergy.com

## Getting on this year's Trip has never been easier!

Simply surpass the 13,000 point threshold over the span of 20 weeks and you've made the Trip!
The Contest Reporting Period begins on December 28, 2015 and ends May 8, 2016 and, as always, points are awarded on contracts that are accepted or flowing during this period.

## Residential Natural Gas - $\mathbf{1 0 0}$ points per approved contract

Residential Electricity - $\mathbf{1 0 0}$ points per approved contract

## Commercial Natural Gas - 50 points per approved RCE ( $3,000 \mathrm{~m} 3$ )

Commercial Electricity - 50 points per approved RCE ( $10,000 \mathrm{kWh}$ )
Commercial JustGreen Sales - 25 points per 100\% approved green

The SUPERSTAR CONTEST is on across the continent and it's better than EVER!!! Be the top salesperson in the categories listed below and you'll not only be recognized as the best, but be paid for it too!

Kilowatt King/Queen - Achieve the most points for commercial electricity agreements and win \$10,000/CDN!
Prince(ss) of Power - Achieve the most points for residential electricity agreements and win $\mathbf{\$ 1 0 , 0 0 0}$ /CDN!
Gord Oakes Award - Achieve the most points for residential gas agreements and win \$10,000/CDN!
Gas Commander - Achieve the most points for commercial gas agreements and win \$10,000/CDN!
Ruler of Renewal - Achieve the most points for commercial recontracts and win \$5,000/CDN!
Green Champion - Achieve the most approved residential Green units and win $\mathbf{\$ 5 , 0 0 0}$ CDN!
C.E.O of Green - Achieve the most approved commercial Green units and win $\mathbf{\$ 5 , 0 0 0 / C D N}$ !

Don of Recon - Achieve the most points for residential recontracts and win \$5,000/CDN!

This is Exhibit "KK"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hew if

To:
Megan Taylor[mtaylor@justenergy.com]
From: Megan Taylor
Sent: $\quad$ Tue 2/17/2015 4:27:53 PM (UTC)
Subject: Double Points Week
Good Morning Regionals,
Retaining a positive and motivated team is vital to your success.

## As discussed on yesterday's call this week will be a DOUBLE POINTS week!

## Your office has the opportunity to earn double points next week too!! Hit this week's office target and you will have double points next week as well!!

Just a reminder that Hudson does not participate in double points weeks.


```
Megan Taylor
Manager of Events and Incentives
T 905.670.4440 ext: 73593 | C 647.302.6967
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
E-mail mtaylor@justenergy.com | Web justenergy.com
```

Integrity | Innowation | CustomerCentricity | Responsibility | Enrichment | Excellence


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

This is Exhibit "LL"
referred to in the Affidavit of
Richard Teixeira
sworn before me this
$11^{\text {th }}$ day of January, 2019


New Agent Bonus (JECP Deals)

| Agent Name | Agent Number | Agent Start Date | Agent End Date | Total Deals | \$20 | Total NAB \$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| James BOND (example) | 007 | June 1st, 2014 | June 30th, 2015 | 4 | \$20 | \$80 |
| Kobe BRYANT (example) | 24 | March 2nd, 2014 | March 31st, 2015 | 8 | \$20 | \$160 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  | 12 |  | \$240 |

Bonus to be paid WEEKLY by Regional!
There's no limit to how much you can sell!
Must be verified on FPRC Report.
For NEW Independent Contractors ONLY.
Please submit AFTER the 30 Day NAB period.
No funds to be issued if IC does not attend the Office the followin IC's must have successfully completed background check and bee Please submit with corresponding FPRC Screen Shots.
$\$ 20$ per JECP Deal for the first 30 days of a New IC!
n approved to market with Just Energy.

New Agent Bonus (MVC Deals)

| Agent Name | Agent Number | Agent Start Date | Agent End Date | Total Deals | \$20 | Total NAB \$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| James BOND (example) | 007 | June 1st, 2014 | June 30th, 2015 | 4 | \$20 | \$80 |
| Kobe BRYANT (example) | 24 | March 2nd, 2014 | March 31st, 2015 | 8 | \$20 | \$160 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  |  | \$20 | \$0 |
|  |  |  |  | 12 |  | \$240 |

There's no limit to how much you can sell
Must be verified on FPRC Report.
For NEW Independent Contractors ONLY.
Please submit AFTER the 30 Day NAB period.
No funds to be issued if IC does not attend the Office the followin IC's must have successfully completed background check and bee Please submit with corresponding FPRC Screen Shots.
\$20 per MVC Deal for the first 30 days of a New IC!
n approved to market with Just Energy.

This is Exhibit "MM" referred to in the Affidavit of Richard Teixeira
sworn before me this $11^{\text {th }}$ day of January, 2019


COMMISSIONER OF OATHS
Neal Hewitt

# To: Ryan Parnell[rparnell@justenergy.com] 

Cc: Jennifer Murdock[jenniferm@justenergy.com]; Rosalba Gullo[rgullo@justenergy.com]; Comm
Admin[CommPayrollAdmin@justenergy.com]; Andrae Brackett[abrackett@justenergy.com]

## From: Richard Teixeira

Sent: $\quad$ Mon 1/9/2012 5:45:17 PM (UTC)
Subject: RE: 401866 Simon Graveney

Here you go.


| - Contractor Hierarchy |  |  |  |
| :---: | :---: | :---: | :---: |
| Pay Level | Contractor \# | Full Name | Business Name |
| - Assistant Crew Coordi.. | 401866 | Simon Graveney | 2268156 Ontario Inc |
| Crew Coordinator | 401866 | Simon Graveney | 2268156 Ontario Inc |
| Assistant Regional Di... | 401866 | Simon Graveney | 2268156 Ontario Inc |
| Regional Distributor | 401866 | Simon Graveney | 2268156 Ontario Inc |
| Senior Regional Distri... | 401301 | Kambiz Avanestan | Keep Ahead Marketing I... |
| National Distributor | 900000 | John Roche | Hampstead Co |



Contractor Statistics

Inbox - Microsof... Maryland
Wivl JE - Referral Fo... $\triangle$ Fwd: New Jerse...


Fw: NJ Contract... 区ㅏㄹ Maryland - 3PV ..


N

Richard Teixeira
From: Ryan Parnell
Sent: Monday, January 09, 2012 12:44 PM
To: Comm Admin; Richard Teixeira
Cc: Jennifer Murdock; Rosalba Gullo
Subject: 401866 Simon Graveney
Importance: High
Hi ComAdmin,
Can you please provide Richard and I with the Incorporation information (Business name information) for IC 401866. We are creating a new regional distributor agreement for him and we need his business information for the ICA

I need to get him badged this week.
RP


Integrity | Innovation | Customer-Centricity | Responsibility | Enrichment | Excellence
-and- JUST ENERGY GROUP INC. et al.

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

## AFFIDAVIT OF RICHARD TEIXEIRA

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Lawyers for the defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
BETWEEN:

## HAIIDAR OMARALI

- and -


## JUST ENERGY GROUP INC., JUST ENERGY CORP. and

 JUST ENERGY ONTARIO L.P.Defendants
Proceeding under the Class Proceedings Act, 1992

## AFFIDAVIT OF BRIAN MARSELLUS (SWORN JANUARY 11, 2019)

I, Brian Marsellus, of the Community of Courtice, in the Province of Ontario, MAKE OATH AND SAY:

1. I was previously a National Distributor with Just Energy Group Inc. ("Just Energy"), from 2009 to 2016, and, as such, have knowledge of the matters contained in this affidavit.
2. I make this affidavit in support of the defendants' response to the plaintiff's summary judgment motion.
3. It is my understanding that Just Energy no longer utilizes independent contractors ("Independent Contractors") to solicit contracts for natural gas and electricity. In this affidavit I refer to "Independent Contractors" meaning those individuals who marketed and sold on behalf
of Just Energy as door-to-door Sales Agents ("Sales Agents"), crew coordinators, regional distributors on behalf of Just Energy.

## My Background in the Energy Retail Business

4. I have been working in commission driven sales models, like that used at Just Energy, since in and around the fall of 1983.
5. In 2001, I began working with Direct Energy, a competitive energy retailer in North America, as a regional distributor and remained in this role until I left to work as a regional distributor with Universal Energy Corporation ("Universal Energy") in 2005. I continued in this role with Universal Energy until it was acquired by Just Energy in 2009.
6. I was a national distributor for Just Energy out of its Fairview Office in North York, Ontario (the "Fairview Office") from 2009 to 2016.

## The Just Energy Business Model

7. In its simplest terms, the Just Energy business model was based on "performance" driven commission payment program. The success of Just Energy as a company was tied to the success of its independent contractors, composed of regional distributors, crew coordinators assistant crew coordinators and Sales Agents.
8. To this end, Just Energy existed to provide a developmental door-to-door sales program, consisting of motivation, mentorship and resources, in order to assist its sales force of independent contractors achieve their sales and business objectives. Indeed, Just Energy regularly encouraged to its regional distributors and crew coordinators to recognize and celebrate
the achievements of Independent Contractors in order to inspire them to develop their sales careers.
9. At all times, we emphasized that independent contractors were not just doing a "job", they were building a career. In many ways, we saw our role at Just Energy as an "entrepreneurial school" for salespeople.
10. This performance based business model permeated every aspect of Just Energy, from the way it structured its offices and orientation and programs, to how it supported its sales force of independent contractors.

## My role as National Distributor

11. As a national distributor at Just Energy, it was my responsibility to oversee the operations of certain sales offices in Ontario and around Canada.
12. 

From 2012-2016, I oversaw several regional distributors in Ontario, namely Mithra Saunders ("Mr. Saunders"), Daniel Orr ("Mr. Orr"), Gintras Slizauskas ("Mr. Slizauskas"), Danny Bromel ("Mr. Bromel") and Mara Walt ("Ms. Walt"). Ms. Saunders and Mr. Orr operated out of Fairview Office, while. Slizaukas operated out of the Yorkland Office in North York (the "Fairview Office"), and Mr. Bromel operated out of the Oshawa, respectively.
13. During this time, I was also responsible for overseeing the Fairview Calgary Office. Ms. Walt was the regional distributor there after moving from the Fairview Office in and around 2012-2013.
14. The regional distributors noted above, as well as those based out of the Calgary Office, reported directly to me daily about the day-to-day operations of their respective sales
offices. As the Just Energy business model was, in essence, a development program for salespeople, I wanted to see how the programs at these individual sales offices were performing with respect to, among other things, sales numbers, recruitment and compliance to regulatory requirements. Based on how things were going, I would provide whatever advice and guidance I could to assist them achieve their business objectives.

## The Fairview Office

15. In comparison to other Just Energy sales offices, the Fairview Office was an outlier of my own making. Whereas most Just Energy sales offices consisted of a single office operated by a regional distributor who oversaw several crew coordinators and their teams of Sales Agents, I structured the Fairview Office around a number of sub-offices run by regional distributors.
16. Over the course of 2012-2016, two regional distributors - Ms. Saunders and Mr. Orr operated out of the Fairview Office. While Ms. Saunders and Mr. Orr primarily conducted residential energy sales, Mr. Slizauskas focused exclusively on commercial energy sales out of the Yorkland Office. There was also a "Fairview North Office" run by a regional distributor, Maria Panagakos, who engaged solely in commercial sales.
17. The different sub-offices at the Fairview Office operated as separate and autonomous entities within the Just Energy performance model. The sub-offices were responsible for, among other things, conducting their own recruitment and skills' development initiatives, daily meetings, as well as continuous motivational and performance-based learning programs (described more fully below). This structure resulted in each office or sub-office having its own style or approach to developing its sales force of independent contractors.
18. The hierarchical structure of the Fairview Office was the embodiment of the Just Energy performance based business model - that is, motivated and capable individuals could be promoted and eventually operate their own sub-office and build their own teams of Sales Agents. This hierarchical structure encouraged crew coordinators and Sales Agents to work hard, as well as created healthy competition between the regional distributors. This office environment served to drive sales as well as support and inspire salespeople to achieve their business objectives.
19. Importantly, as we were not offering increased salary as a carrot to successful salespeople, "promotion" became the key incentive for people to build their sales business under the Just Energy business model. At the Fairview Office, as in other Just Energy sales offices, successful salespeople could move their way up to regional distributor status through promotion and run their own performance driven universe.
20. Ms. Saunders, Mr. Orr, Mr. Slizauskas, Mr. Bromel and Ms. Walt are all examples of the success of this developmental program, in that, I used it successfully to develop and, ultimately, promote them from Sales Agents to regional distributors running their own offices and sub-offices.

## Recruitment, the Interview Process and Orientation

## Recruitment

21. 

The status of Sales Agents as independent contractors was instilled in Sales Agents from the outset of their relationship with Just Energy. Beginning with recruitment, Just Energy would use a variety of different methods to attract potential recruits, including word-ofmouth, visiting college and university campuses to hand-out flyers, and online adds, which were taken out on various websites, including Kijiji and Craigslist.
22. With respect to advertisements, these were strictly controlled and had to be approved by Just Energy's centralized recruiting guidelines.
23. Individual sales offices, including the sub-offices within the Fairview Office, were also encouraged to undertake their own recruiting initiatives that involved the same advertising platforms run by centralized recruiting at Just Energy.
24. Just Energy recruited from a diverse range of backgrounds, as well as different kinds of independent contractors. For instance, it was not uncommon for Sales Agents to choose to incorporate and engage with Just Energy as corporations to run their own sales businesses. In such cases, Just Energy would make payments (including HST) to the independent contractor's corporation.

## The Interview Process

25. As with recruiting, the independent contractor relationship was communicated to recruits throughout the interview process. The Fairview Office had a designated recruiter for conducting interviews, Indra Persaud; however, if times were busy, or a recruiter was ill, Ms. Saunders, Mr. Orr or I would assist in conducting interviews of recruits.
26. Interviews were scripted and tightly controlled by Just Energy's centralized recruiting to ensure that recruiters appropriately dealt with the nature and implications of the independent contractor position, so that recruits were not confused or misled into thinking that they would have employee status. The interview scripts had been developed and refined over many years by Just Energy to ensure that all aspects of the independent contractor position were communicated to the recruit.
27. In this regard, we were sure to discuss the 100 per cent commission based nature of the position and the absence of employment benefits during the interview. We also spoke about the general autonomy provided by the position with respect to, among other things, marketing schedule flexibility and the freedom of Sales Agents to market in areas of their own choosing.
28. We also made sure to emphasize during the interview that, in becoming a sales agent, recruits were essentially establishing their own door-to-door sales business, in which Just Energy was limited to a support role aimed at providing them with the structure and resources necessary for achieving success.

## Orientation

29. Orientation at the Fairview Office, like other Just Energy sales offices, typically followed a two to three day schedule in which recruits went through classroom sessions, followed by a day of classroom and field shadowing. However, the exact schedule of orientation sessions was left to the individual sales offices themselves. Attached as "Exhibit "A" is an email chain between the Fairview Office and me, among others, which highlights that the Fairview Office had discretion with respect to its recruitment and orientation schedule.
30. Orientation at sales offices was highly regulated by the Ontario Energy Board ("OEB"). For instance, in its Electricity Retailer Code of Conduct (the "OEB ER CC"), the OEB set out mandated content that energy retailers, such as Just Energy, had to cover during its orientation sessions with new salespeople. This content included legal and regulatory requirements applicable to, among other things, door-to-door sales of low volume energy consumers.
31. To this end, Just Energy provided the Ontario Industry Training Module Participant Guide (the "OITMPG")" to its salespeople during orientation sessions, which set out this OEB mandated information out over eight modules and included, among other things, the various rules, regulations and other applicable legislation to market energy to customer in Ontario (the "Eight OEB Modules").
32. The first day would usually run from 11:00 AM to around 3:30/4:00 PM; the second day would begin with a classroom session from 9:00 AM to roughly 10:30/11:00 AM, followed by field shadowing for the rest of the day.
33. On the first day, we would begin class by taking the new recruits through their independent contractor agreements ("ICA"). The ICA formed the basis of the contractual relationship between the independent contractor and Just Energy. The ICA clearly outlined that recruits were being engaged by Just Energy as independent contractors, not employees, by expressly providing that, among other things, the position was 100 per cent commission based and that independent contractors did not qualify for minimum wage workers compensation or other such employment benefits.
34. As we reviewed the ICA with them, recruits would openly ask questions about their independent contractor status, and were given the opportunity to review the ICA privately in the office or at home before deciding whether to agree to its terms. Recruits would be provided a copy of their executed ICA for their own records, if they so requested.
35. Importantly, recruits could not begin to market on behalf of Just Energy or even complete orientation without first executing an ICA.
36. After executing their ICA, new recruits would complete Just Energy's five module orientation program as well as write an OEB mandated test, which provided essential information about legal and regulatory matters that all Sales Agents had to be aware of when conducting door-to-door sales.
37. The nature of the independent contractor relationship was conveyed throughout the various modules. Module One, for instance, set out the role of the sales agent as an independent contractor by highlighting, among other things, the 100 per cent commission model and marketing schedule flexibility.
38. Module Three covered the three-level commission structure at Just Energy, namely, "initial commission", "reconciliation commission" and "residual commission", as well as the various incentives, including cash prizes, bonuses, scholarships, awards and trips, available to successful independent contractors.
39. Module Four included a presentation entitled "A Day in the Life of an Independent Contractor", which set out the recommended daily activities of the sales agent, including attending the morning meetings, dressing professionally and proven tactics for developing a successful business plan.
40. The second day would begin with a short two-hour classroom orientation session, followed by all-day field shadowing. In general terms, field shadowing involved a new recruit shadowing an experienced sales agent doing door-to-door solicitation for a of couple hours. Afterwards, the new recruit would do their own door-to-door sales while being followed by an experienced sales agent who would provide constructive criticism. Depending on their level of
confidence, it was not uncommon for new recruits to start marketing by themselves on their first day.
41. Behind the scenes, those teaching the classes for new Sales Agents were provided with the "Independent Contractor Orientation Guidebook", which contained guidelines and directions on how to conduct orientation seminars. This guidebook, among other things, reinforced the Just Energy philosophy of motivation, support and empowerment, as well as the need for those teaching the classes to identify and accurately characterize the nature of the Independent Contractor role and the implications associated with that, such as the 100 per cent commission based compensation package.
42. The classroom sessions for the entire Fairview Office (including the sub-offices) were conducted by Indra Persaud ("Ms. Persaud"); however, Mr. Saunders and Mr. Orr would sometimes help out if Ms. Persaud was ill or times were particularly busy in terms of recruitment.
43. While the orientation at Just Energy generally lasted only two days, field shadowing, motivational support and mentorship for independent contractors was an on-going process. As noted above, the success of Just Energy as a company was inherently tied to the strength and success of its door-to-door sales force and, for this reason, regional distributors and crew coordinators would dedicate a significant amount of time every day to these endeavours.

## Day to Day Operations

44. 

Just Energy's support and mentorship based business model was reflected in the day-to-day operations of its door-to-door sales force.

## Daily Morning Meetings

45. 

The Fairview Office, like other Just Energy sales offices, began each day with non-mandatory morning meetings, where regional distributors, crew coordinators, assistant crew coordinators and Sales Agents would provide product, regulatory and market updates, as well as engage in a variety of activities, including role-playing, motivational talks and discussions about sales strategy.
46. While marketing locations were discussed at the daily morning meetings, we did not "set" particular locations where sales teams were forced to market their business. Rather, the marketing locations discussed at the meetings were used only as recommendations as to where sales teams should market. This information was based on the market intelligence (discussed more fully below) gathered by sales teams in the field who were regularly and voluntarily relaying this information back to our offices. In this regard, sales teams looked to regional distributors and crew coordinators to provide them with the best market intelligence available to drive sales. We never required sales teams to market in any particular location, but we would provide suggestions as to where they should do so.
47. The daily morning meetings provided an excellent opportunity to deal with specific concerns or performance issues of salespeople individually or in a group setting. Our objective here was to provide as much support to increase performance as possible. Regional distributors, crew coordinators, assistant crew coordinators, veteran Sales Agents and I would regularly give up our time to assist those who requested assistance with the operation of their sales business.
48. In addition, I have always been a big believer in content-driven motivational materials that encourage people to be their best. As such, it was not uncommon at the Fairview Office's morning meetings for salespeople to be discussing books, such as The Seven Habits of Highly Successful People by Stephen Covey, or learning and reciting inspirational quotes by people like Deepak Chopra or Zig Ziglar.
49. As these daily morning meetings were only "recommended", attendance numbers fluctuated daily, some Sales Agents would skip these meetings and go straight into the field to start their door-to-door sales. However, such Sales Agents were certainly not the norm, as these daily meetings were proven to enhance sales marketing success, as well as create social cohesion between independent contractors.
50. People like to compete, be recognized and socialize and, for such reasons, regional distributors and crew coordinators would go to great lengths to make these daily meetings attractive, fun and magnetic. To this end, we would regularly have contests and/or play games, such as "top producer for the day", "spin-the-wheel", poker and monopoly, whereby Sales Agents could win, among other things, cash prizes, TVs and iPads..
51. The importance of bonuses, cash prizes, scholarships and trips as motivational tools, were important not only for Sales Agents, but for regional distributors and crew coordinators as well. For instance, our "Crew Coordinator Double Override Program" (the "CCDP") gave the top three crew coordinators in a given region in Canada the chance to receive double their current override. ${ }^{1}$

[^32]52. Also attached as Exhibit "B" is Just Energy's 2013 Scholarship Energy Program

Overview, which is an example of the various scholarship opportunities we provided to student who marketed on behalf of Just Energy.
53. The contests and games that took place at the Fairview Office were not a Just Energy mandated program, but were employed and developed by myself and the sub-offices.. Although Just Energy set out standard corporate content and provided its recommendations for the conduct of these daily meetings, these meetings were nevertheless unique to the individuals offices and sub-offices that were running them.

## Flexible Marketing Schedule

54. One of the greatest attractors of new independent contractors to Just Energy was the flexibility that the sales agent position offered with respect to one's marketing schedule.
55. Contrary to the allegations of the plaintiff's affiants, namely Daniel Barbieri, Jamie Action, Bahram Nemath, Katlyn Schwartz, Ronald Lavigne and Jennifer Borg, at paragraphs $16,15,15,16,15$ and 15 , of their affidavits, ${ }^{2}$ respectively, there was no daily structure with respect to a salespersons marketing schedule that was enforced by a regional distributor, particularly at the Fairview Office and the other sales offices under my stewardship. Crew coordinators and Sales Agents were masters of their own schedules and were not subject to Just Energy imposed restrictions in this regard. Attached as Exhibit "C" is an email chain between Ms. Saunders of the Fairview Office and a prospective Sales Agent discussing certain

[^33]freedoms enjoyed by the Sales Agents position, including the ability to dictate one's own marketing schedule.
56. While Just Energy sales offices were typically in operation six days a week, some Sales Agents chose to market Mondays, Wednesdays and Fridays; others chose to market one, two or even seven days a week. Ultimately, the number of days a sales agent marketed was determined by his or her own personal drive to make money and grow his or her business.
57. Of course there were practical considerations that would impact when a crew coordinator or Sales Agent would market. For instance, in the case of residential sales, marketing times were largely determined by when customers were most likely to be home; ${ }^{3}$ whereas in the case of commercial sales, marking times were determined by when businesses were open for business. ${ }^{4}$
58. In addition, and perhaps the most important determinant of an independent contractors marketing schedule was "transportation". As discussed more fully below, we would arrange for vans and car pools to be available after the daily morning meetings at the Fairview Office, typically around 11:00 AM, to transport sales teams into the field. However, depending on the number of Sales Agents on a particular day, I would have multiple vehicle departure times to cater to the individual schedules of Sales Agents. ${ }^{5}$
59. Similarly, the majority of Sales Agents preferred to market in groups, so they would look to us at the sales offices to assist in organizing groups of salespeople. This required setting particular meeting times at the office, or at another location, where the sales group could

[^34]congregate before heading out into the field. We did this to ensure health and safety issues were taken care, as well as effective sales development.

## Freedom to Market where One Chooses

60. Contrary to the allegations set out in paragraphs 15,16 , and 19 of the Barbieri Affidavit, ${ }^{6}$ Just Energy itself, as noted above, placed no restrictions on where crew coordinators and Sales Agents could market their businesses. We did not set market locations, "designated areas" or particular sales routes, in which they were required to market. Crew coordinators and Sales Agents possessed the autonomy to market wherever they so wished.
61. As noted above, we would discuss market locations at the daily morning meetings, but these locations were only recommendations and were based on reliable market intelligence gathered by sales teams marketing in the field. Regional distributors, crew coordinators and Sales Agents would discuss this market intelligence and decide together where they should go and market on a particular day. If a particular crew coordinator or Sales Agent wished to market in a different location, they were free to do so. Indeed, it was not uncommon for Independent Contractors to go into the field on their own to market on a schedule and location of their own choosing.
62. That being said, as in the case of an independent contractor's market schedule, there where legal and practical considerations that impacted where a sales agent or sales team would ultimately decide to market, such as municipal regulations..

[^35]63. In the case of municipal regulations, a number of municipalities, such as Woodstock, Thunder Bay and Ingersoll, required, at least at certain times, that Just Energy or Independent Contractors carry licences or permits to market on their territory. This requirement dissuaded many Sales Agents and sales teams from operating in such jurisdictions.
64.
65. In addition, Sales Agents attended the daily morning meetings in order to meet in order to travel together in to the field.
66.

## No Reporting Structure

67. Independent Contractors were not require to report on their marketing location on any given day.
68. While the Fairview Office did have a "sign-in sheet", this was not used for taking attendance or pay purposes, but simply to know which Sales Agents were marketing on a particular day, so that we did not lose track of anyone for, among other things, transportation reasons. On some days, for instance, there could be as many as fifty Sales Agents at the Fairview Office requiring transportation into the field. In these circumstances, sign-in sheets allowed us to more effectively deal with such situations in order to make sure that no sales agent was overlooked or left behind.

## Communications with Sales Agents in the Field

69. Regional distributors and particularly crew coordinators communicated with Sales Agents while out in the field by phone and email. These communications were not used to
control, manage or supervise Sales Agents, but to provide motivation, mentorship and support in order to boost morale and drive sales.
70. 

To this end, regional distributors and crew coordinators would provide on-the-fly field shadowing in the form of role-playing, motivational talks and sales strategies. These communications involved not only new Sales Agents, but veteran Sales Agents as well. In light of their experience, veteran Sales Agents knew better than anybody that there was always room for improvement in their sales pitch and performance.
71. Door-to-door sales is a very physically and emotionally demanding job, in which a very small percentage of new Sales Agents would ever make a sale. For such reasons, these communications played a vital role in the success of Sales Agents, whereby the crew coordinator became the person Sales Agents would approach to help improve their business or they were simply having a challenging day.
72. While Sales Agents ultimately had to go into the field and generate their own business, crew coordinators, who were typically in the field as well, were there to help train and organize their teams, so that Sales Agents obtained the structure, support and resources they needed to succeed.
73. In addition to motivation, mentorship and support, these communications provided many important practical benefits for driving sales. As noted above, using market intelligence gathered primarily through Sales Agents in the field, we would coordinate and assist groups of crew coordinators and Sales Agents by trying to place them in locations where there would be a higher probability of successful sales.
74. Considerations in this regard included the prior success rates of sales in a given area, the prevalence of "do not solicit" signs, restrictive municipal regulations, the availability of installation technicians and, in most cases, simply trying to avoid over-marketing in an area to prevent annoying customers.
75. The Fairview Office was particularly adept at utilizing this market intelligence through the use of a map of the different areas of the Greater Toronto Area in the office. We would use this map at the daily morning meetings and throughout the day to more effectively coordinate and assist Sales Agents in the field.
76. To be clear, in using this market intelligence, we would not tell Sales Agents to go to a particular location in a "mandatory" sense, but only make "recommendations" as to where they should try to market their business. Whether a sales agent listened to such recommendations or advice was entirely of his or her own choosing.

SWORN BEFORE ME at the City of

Toronto, in the Province of Ontario on January 11, 2019


Commissioner for Taking Affidavits
(or as may be)
Harry Skinner

This is Exhibit "A" referred to in the Affidavit of Brian Marsellus sworn January 11, 2019


Commissioner for Taking Affidavits (or as may be)


```
o: IC Regional Fairview (Mithra)[msaunders@fairview.justenergysales.com]
;c; Rosalba Gullo[rgullo@justenergy.com]; Richard Teixeira[RTeixeira@justenergy.com]; Regional Fairview
3rian)[BMarsellus@fairview.justenergysales.com]
rom: Ravi Maharaj
ient: Thur 11/13/2014 3:01:14 PM (UTC)
iubject: RE: Fairview Recruiting Schedule
iadge Request Process.msg
```

Hey Mithra,
Thanks for the feedback.
Please see attached for some previous communication from Rosie about the timelines.
To the point, based on your time lines below; you should be more than good.
I would recommend ensuring the badge requests are submitted prior to 3PM to ensure receipt for the following day (as indicated in the attachment).

Let us know if you need anything else.
Thanks,
Ravi
( $\times 71245$ )
(416.817.9508)

From: IC Regional Fairview (Mithra)
Sent: Wednesday, November 12, 2014 12:48 PM
To: Ravi Maharaj
Subject: Fairview Recruiting Schedule
Hi Brian,
I want to give you a heads up with respect to our current recruiting Schedule at Fairview.
We conduct Orientation Classes on Tuesday and Thursday of each week.
We submit our tests and badge requests by the end of business day on Tuesday and Thursday.
We invite the newly hired IC's back for Role Playing Class the follow day (Wednesday and Friday) at 11:00am.
Our General Sales Meeting is from 11:30am - 12 noon.
We then have the new IC's meet with their Crew Coordinators and head to field.
We need to have new IC badges printed by 12:00 noon on Wednesday and Friday in order to complete our process.
My question at this point is, assuming we have completed the paperwork properly, can we receive our badges for new IC's by 12:00 noon on Wednesday and Friday?
If this is not possible, can you give me a timeframe so we can adjust accordingly.
Thanks

This is Exhibit "B" referred to in the Affidavit of Brian Marsellus sworn January 11, 2019


Commissioner for Taking Affidavits (or as may be)


## 2013 Just Energy Scholarship Program Overview

Just Energy family of companies is excited to announce the launch of its 2013 Student Internship Program. While many "internships" are little more than volunteer positions with no compensation, Just Energy family of companies' Internship Program offers students a genuine opportunity to gain industry experience for professional growth, and unlimited earning potential. Just Energy family of companies' Internship Program offers students:
$\checkmark$ A chance to work with some of the most successful leaders in our industry;
$\checkmark$ Opportunities for personal and professional development including leadership, interpersonal and presentation communication skills;
$\checkmark$ Experience working with a leading company in an industry unaffected by adverse economic environments; and Limitless income potential and scholarship awards!

Now is the time to start recruiting students for the upcoming summer selling season. The Just Energy family of companies Internship Program provides your Recruiter with an improved, professional and attractive student program. We urge you to use this recruiting tool immediately to ensure you maximize your student recruiting potential.


This is Exhibit "C" referred to in the Affidavit of Brian Marsellus sworn January 11, 2019


Commissioner for Taking Affidavits (or as may be)
Atomy Skitter

```
rom: IC Regional Fairview (Mithra)
ient: Thur 3/13/2014 6:09:59 PM (UTC)
iubject: RE: RE:
```

Chantel,
As a Sales Person, we enjoy certain freedoms.
Two things motivate a person to attain a result.
1 - We move towards a pleasurable outcome ie. Setting a sales goal, hitting a sales bonus, speaking with $25+$ people per day etc...
2 - Moving away from pain ie. Going to work because you have credit card bills, rent is due, etc...
Anytime you're in a position where you need to see a doctor, or take time away, you just simply need to hit your goal ie. Make it up on another day...

Mithra Saunders

C 647.992 .5559 Office 416.640 .0970 Fax 416.640 .0976 245 Fairview Mall Drive, Suite 203, Toronto, Ontanio, M21 411 wow. JustenergyNation com copying of this e-mail or such information is strictly prohibited. If you are not the addressee, and are in possession of this e-mail (or any copy thereof) without the consent of the addressee, please notify the sender immediately by telephone and delete this e-mail and any copies as soon as possible. Any pricing information or other information given in this message is indicative only and is subject to change at any time, and does not constitute any type of binding offer. Any reference to the terms of transactions is preliminary only and subject to formal written confirmation.

From: chantel croal [mailto:chantelcroal@hotmail.com]
Sent: Thursday, March 13, 2014 10:48 AM
To: IC Regional Fairview (Mithra)

## Subject: RE:

hey i just have to tell you one last thing regarding me i have a medical condition that just requires me to go to certain appointments not all the time i mean i will be taking days off for example i always know ahead of time i have one in may will this be a problem?
> From: msaunders@fairview.justenergysales.com
> To: chantelcroal@hotmail.com
> CC: NFertile@fairview.justenergysales.com; IPersaud@fairview.justenergysales.com
> Subject: Re: interview :job
> Date: Thu, 13 Mar 2014 13:09:17 +0000
$>$
$>$ I am scheduling you for Day 1 training on Tuesday April 1st at 10:00am.
$>$ You'll Ned to bring a piece of government issued picture ID and a valid SIN card.
$>$ I've cc'd Nadia and Indra so they are aware of the situation.
$>$ See you in a couple of weeks.
$>$
> On Mar 13, 2014, at 8:57 AM, "chantel croal" <chantelcroal@hotmail.com[mailto:chantelcroal@hotmail.com](mailto:chantelcroal@hotmail.com)> wrote:
$\ggg$ Day 2 - Product, Sales and Introduction to Presentation 2-3 hours
$\ggg$
$\ggg$ Day 3 - Field Observation - You will be "Job Shadowing" an experience Rep, Team Leader and/or Regional Manager.
>>>
>>>
>>>
$\ggg$ Every morning begins with Role Playing and Pitch Class to ensure you hone your skills.
>>>
>>>
>>>
$\ggg$ In order to successfully produce sales on a consistent basis, you will need to do 3 things;
$\ggg$
$\ggg$
$\ggg$
$\ggg 1$ - Come to work with a positive Attitude
>>>
$\ggg 2-$ Put in a full $71 / 2$ hours per day prospecting customers
>>>
>>>3-Master your presentation
$\ggg$
$\ggg$
$\ggg$
$\ggg$ This part of our business model and it has helped us acquire over 2 million customers across North America.
$\ggg$
$\rightarrow \gg$
$\ggg$
$\ggg$ You do not need a Drivers License or Vehicle as the company provides transportation to and from territory.
$\ggg$
$\ggg$
$\ggg$
$\ggg$ I look forward to your response and hope to see you here soon.
$\ggg$
$\ggg$
$\ggg$
$\ggg$ Regards,
$\ggg$
$\ggg$
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>>> <image001.gif>
>>>
$\ggg$
$\rightarrow \gg$
>>>
$\ggg$ Mithra Saunders
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\ggg C 647.992.5559 | Office 416.640.0970 Fax 416.640.0976

## ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF BRIAN MARSELLUS
(SWORN JANUARY 11, 2019)

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Lawyers for the defendants

# ONTARIO <br> 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

## AFFIDAVIT OF DANIEL GADOUA (SWORN JANUARY 11, 2019)

I, Daniel Gadoua, of the City of Kitchener, in Ontario, MAKE OATH AND SAY:

1. I was an Independent Contractor at Just Energy beginning around 2004 to 2010; an employee at Just Energy between around 2010 to 2015; my employment with Just Energy ended around February 2015 and I became an Independent Contractor with Just Energy again from around February 2015 to 2018. As such, I have knowledge of the matters contained in this affidavit.
2. I make this affidavit in support of the defendants' response to the plaintiff's summary judgment motion.
3. I have reviewed the affidavits of Katlyn Schwantz, Jennifer Borg and Jamie Acton, sworn August 29, 2018, the affidavits of Roland Lavigne and Bahram Nemati sworn

- 2 -

August 30, 2018, and the affidavit of Daniel Barbieri sworn September 2, 2018. Having done so, I can confirm that I disagree with many of the assertions made by these affiants (the "Affiants").
4. In this affidavit I refer to "Independent Contractors" meaning those individuals who worked as door-to-door sales agents ("Sales Agents"), crew coordinators, regional distributors and those individuals who engaged in customer renewal sales ("Renewals") and commercial sales ("Independent Contractors").
5. Just Energy no longer utilizes Independent Contractors to market contracts for natural gas and electricity to residential customers doing door-to-door sales in Ontario.

## Background

6. I began my sales' career at Just Energy. I began providing services to Just Energy as an Independent Contractor around May 2004 in Just Energy’s Kitchener's office, and became an assistant crew coordinator in that office in September of that year. I marketed out of the Kitchener office until around March 2010.
7. In 2010, I became an employee of Just Energy. My title was Recontracting Manager. I worked primarily for Just Energy's Cambridge office, which focused exclusively on customer renewal sales. I assisted primarily with renewal sales in Just Energy's Cambridge and Alberta regional offices, and also helped out with door-to-door sales at Just Energy's Hespeler office, which primarily had door-to-door Sales Agents, and which shared an office location with the Cambridge regional office. I also assisted with offices in Ontario, Alberta, New York and Quebec.
8. I went back to providing services to Just Energy as an Independent Contractor around July 2015. Between July 2015 and 2018, I was at various times regional and senior regional distributor at the Cambridge office, a senior regional distributor for Just Energy's Edmonton South renewal office and was also a senior regional distributor for Just Energy's Manitoba and British Columbia regional offices and the Kitchener office. Around August 2015, I became a senior regional distributor for Just Energy's Kitchener office until around the end of 2016.
9. Around 2017 I engaged exclusively in renewal and commercial sales with Just Energy.
10. From 2015 to 2018, I was receiving my payments from Just Energy through my company, 2476299 Ontario Inc. In February 2018, my company signed a Master Services Agreement and Statements of Work to operate as a vendor for Just Energy.

## Just Energy's Team Model for Sales Agents

11. The team model at Just Energy was created for the purposes of providing Sales Agents with information regarding Just Energy's products. Most of the Independent Contractors had never engaged in energy sales prior to joining Just Energy and this model had proven to be successful for providing orientation to Independent Contractors on the essential information they needed to market Just Energy's products both successfully and in compliance with regulatory standards.
12. Once initial orientation was completed, Independent Contractors could elect to continue operating in a quasi-team like environment at the regional sales offices. Many chose to do so because of the many benefits it had. Among other things, the team model offered ongoing
support to Independent Contractors by providing them with continuous education that was required to help them advance in the industry and remain compliant with the Ontario Energy Board's extensive regulation. Regional distributors and crew coordinators encouraged Independent Contractors through the use of promotion in the regional office, moving from Sales Agent status all the way up to regional distributor status..
13. By having access to seasoned salespeople, Independent Contractors had support to build their own skills as salespeople in the energy retail industry.
14. Although the team model described above was typical to Just Energy's sale force, there was no requirement that Independent Contractors and regional offices operate this way. Independent Contractors had the independence to create their own sales practices, with their own variations to the typical structure.
15. For example, Independent Contractors who engaged in renewal and commercial sales did not generally work in a team or quasi-team environment, as they did not require the same type and level of support and mentorship that Sales Agents required in the door-to-door sales context. Given that these Independent Contractors were marketing to customers that already had Just Energy products, the marketing process was much different and Independent Contractors faced far less rejection. As a result, Independent Contractors engaged in renewal and commercial sales did not seek out the ongoing interaction and motivation that door-to-door Sales Agents often looked for in the team dynamic.
16. Renewal and Commercial Independent Contractors were also much more autonomous than Sales Agents, as they tended to be much more experienced salespeople who did not require assistance with skills' development or marketing strategy.

## Recruitment of Independent Contracts

17. It was made evident to recruits from the outset that a position with Just Energy was an Independent Contractor position.
18. Whereas Sales Agents were generally retained through advertisements, Renewals and Commercial Independent Contractors were often retained by word of mouth, or they were Independent Contractors already working for Just Energy, either Independent Contractors that wanted a change from door-to-door residential sales or they were active seasoned Sales Agents that wanted to expand their practice into renewal and/or commercial sales. For example, there were Sales Agents badged in regional sales offices that also engaged in renewal and/or commercial sales from time to time.
19. Those Independent Contractors that came in specifically for renewal or commercial sales never engaged in door-to-door sales with Just Energy.. For example, Andrew Martin and Ryan McKinnon were directly engaged to conduct renewal sales.

## Orientation

20. 

If an individual elected to work toward becoming a badged Independent Contractor, he or she completed Just Energy's orientation program. Our orientation was designed to foster success and to ensure that each badged Independent Contractor operated within the province's regulatory framework as mandated by the Ontario Energy Board.
21. While Just Energy's Independent Contractors had to abide by the provincial regulatory requirements, each Independent Contractor was at liberty to use his or her own methods and he or she was not required to follow Just Energy's suggestions or advice.
22. Just Energy's orientation program for Sales Agents was a five module course that explained the Independent Contractor relationship at Just Energy, the legal and regulatory framework relevant to the position, Just Energy's product and service offerings, and the tools and techniques by which an Independent Contractor could be successful at sales. Just Energy's modules were geared towards the residential sales' context, as Independent Contractors engaging in door-to-door sales were individuals that generally had less sales' experience and required more guidance and support as they began their sales' career.
23. The modules were typically instructed by the regional distributors to groups of individuals who aspired to become badged Independent Contractors.
24. Just Energy did not have modules geared towards Independent Contractors principally undertaking renewal or commercial sales. Training for those Independent Contractors was generally done on an ad hoc basis, depending on how many of these Independent Contractors were starting with the Company at any particular time.
25. Just Energy's orientation also included an Ontario Energy Board mandated modules and an Ontario Energy Board mandated exam. This was dictated by the province beginning around 2007. This part of the orientation examined Independent Contractors on the legal and regulatory matters that all Independent Contractors had to be aware of when conducting door-to-door solicitation.
26. The Ontario Energy Board mandated exam was proctored by a Just Energy employee who did not have a financial interest in the success of the Independent Contractor candidates.
27.

I often went to the Kitchener office to conduct the OEB mandated part of orientation. I was responsible for explaining the rules and regulations to individuals. The OEB training was generally around five (5) hours in length.
28. The second day of orientation generally began with a short two-hour classroom session, followed by all-day field shadowing for Independent Contractors that did not have previous experience with door-to-door sales. For example, if there were individuals who were seasoned sales professionals, they did not generally participate in field shadowing. Those who did participate in field shadowing, chose how long they wanted to do it for. The length of field training generally depended on the Independent Contractor's level of confidence. Some Independent Contractors did not engage in field shadowing for more than a few doors if they had previous equivalent experience. Others may have decided to engage in field shadowing for a couple of weeks.
29. While Just Energy's orientation lasted only two days, field shadowing, motivational support and mentorship for independent contractors was an on-going process. Field shadowing and role playing were skills' training activities that were always available to Independent Contractors, and was not exclusive to the onboarding process. Field shadowing was primarily utilized by Sales Agents, as succeeding in door-to-door sales required trial and error and significant practice.
30.

If a Sales Agent was not achieving their sales' goals, they often requested that their regional distributor or crew coordinator shadowed them in the field, to help them identify which skills they could improve on in the customer interaction. The Independent Contractors would in turn practice with the regional or crew coordinator on how to improve their skills, for
example, how to better communicate pricing to a customer. Field shadowing and role playing were tools to assist Independent Contractors improve the effectiveness of their sales approach. Contrary to the affiants suggestions, this was never imposed on Independent Contractors.
31. The above activities were meant to enhance Sales Agents' abilities to successfully market Just Energy's products, while complying with regulatory standards. Our most successful Sales Agents were those individuals that took advantage of these tools.

## Practice of an Independent Contractor

32. Contrary to the affiants assertions, there was no daily structure enforced by regional distributors or any individuals at Just Energy. There were meetings and hours of work that were recommended, however none of this was mandatory. If any Independent Contractors had the same routine every day, this was because the Independent Contractors chose to establish and maintain a routine. Sales Agents were at liberty to engage in door-to-door sales at any time and at any location, so long as their sales efforts complied with the regulatory framework.
33. 

While opportunities such as support meetings, road trips, mentoring and role playing were made available to the Independent Contractors, it was within the prerogative of each Independent Contractor to select those opportunities, if any, which they believed would positively impact their commissions earned.

## Meetings

34. 

Most of the regional offices that engaged in door-to-door new business sales had a daily morning meeting. The morning meeting generally took place at around 10:00 a.m. or 11:00 a.m. These meetings were optional, but recommended for all Independent Contractors. The objective of the morning meeting was for Independent Contractors that were going out to the
field that day, to group-up and discuss, among other things, sales strategy and goals, skills development and any changes in pricing or products. Most Independent Contractors attended the morning meeting on the weeks that commission cheques were ready to be picked up and/or for the purposes of meeting other Independent Contractors to carpool with. Monday morning attendance was generally the highest, given that this was when commission cheques were available for pick up.
35. The primary purpose of the weekly meetings was to provide Independent Contractors with the opportunity to pick up their commission cheques, to provide them with product or pricing information as well as to obtain the sales contracts and paperwork (without which they could not market). The attendance rate at regional office meetings were higher in the door-to-door sales' context, given this was generally the meeting place for Sales Agents to travel to the field together. Whereas in the renewal and commercial sales' context, there was no equivalent incentive for Independent Contractors to regularly attending meetings, given that Independent Contractors engaged in renewal and commercial sales did not travel together to the field. I would generally hold a meeting on Mondays for commercial and renewal salespeople, but there were no daily meetings as there was with residential sales.
36. Independent Contractors engaging in renewal or commercial sales generally operated remotely in various locations at a time and did not require the consistent assistance and support from their regional offices. As a result, there were only weekly office meetings. Independent Contractors had the choice to attend these meetings, whether by telephone or in person. I generally ran the weekly meetings for Independent Contractors in the Cambridge office and did not keep track of who called in or attended in person. Independent Contractors were not required to attend and there was no tracking or recordkeeping of who attended the calls. We also
emphasized to Independent Contractors that they could set their own schedules and had the agency to decide when they wished to market and/or when and whether they wanted to participate in office activities.
37. As a regional distributor in the Cambridge office, I did not regularly communicate with Independent Contractors. These Independent Contractors did not require the same level of assistance and support throughout the day/week in comparison to door-to-door Sales Agents. There were daily conference calls, however these were not mandatory. The daily conference calls was a forum offered to Independent Contractors to use, in order to hold themselves accountable to their sales' goals. Those who regularly called in were ambitious Independent Contractors that set goals for themselves and kept motivated to achieve these goals by discussing them with others. They were also generally the Independent Contractors who were continuously looking to improve their marketing approaches and wanted the opportunity to talk to other salespeople who often provided helpful advice and sales' tips.

## Marketing Location - Door-to-Door New Business

38. 

Contrary to the affiants' assertions, the regional distributor did not set the marketing location for the day. There was no "route" assigned to them. The Independent Contractors were free to market where they wanted and decided for themselves where to market on a given day. Before the morning meeting, the Crew Coordinator would speak to the Sales Agents and ask them for their marketing location preferences and availability for the following day. The Crew Coordinator would often have their own preference regarding where they themselves wanted to market that day, and would convey to the Sales Agent where they intended on going. The Sales Agents generally decided whether they wanted to travel with the Crew Coordinator to this marketing location, or whether they preferred to go market somewhere else.
39. The location(s) decided upon were then conveyed by the Crew Coordinator to the Regional Distributor at the morning meeting. The purpose of discussing the marketing location(s) with the regional distributor was to confirm whether the proposed marketing location(s) were appropriate to market in. The regional distributors were aware of whether there were any compliance issues, customer complaints and/or permit requirements in many of the areas Sales Agents generally marketed in.
40. It was also best practice for Independent Contractors operating in the team environment to pre-determine their respective marketing location(s) in order to avoid any teams from overlapping in a particular area. Generally crew coordinators from the various teams in a regional office would confirm with each other where they were marketing on a given day. We did not want to hurt one another's business.

## Marketing Location - Renewal and Commercial Sales

41. In the Cambridge office, Independent Contractors would often tell me where they wanted to market or what their sales' goals were that week or month, and I would provide them with customer leads to meet their preferences. Customer leads were existing Just Energy customers, whose contracts were available for renewal.
42. 

These customer leads were in various locations and the amount of customer leads and corresponding locations assigned was at the discretion of the Independent Contractors. I tailored the customer leads to their availability and goals as best I could in the circumstances.
43.

There were some Independent Contractors that would request to go on a road trip and market in a particular city. In these cases, Independent Contractors would ask me if there were any customer leads in a particular city and, if there were, would I provide them with
customer leads in that specific city. Sometimes, Independent Contractors would choose to travel together on these road trips to save the cost of accommodations and would decide among themselves how to split up the customer leads within that city.
44. No two Independent Contractors could have the same customer lead. Therefore, with the exception of Independent Contractors that were field shadowing, no Independent Contractors engaged in renewal and commercial sales would market together.

## Just Energy Clothing, Badges and Business Cards

45. The affiants state that regional distributor would ensure that the Sales Agents were all wearing their Just Energy uniform and badge prior to leaving the regional office. This is inaccurate.
46. Uniforms were not mandatory for Sales Agents to wear while out in the field. Sales Agents were only required to wear a name badge and carry business cards because this was mandated by the province's regulatory scheme, which stipulated that door-to-door Sales agents identify themselves, so that there was no misrepresentation regarding which entity the contractor was representing and the purpose of their visit.
47. Independent Contractors were not required to wear anything else. Regional distributors and crew coordinators did however encourage Sales Agents to dress in a professional manner, which included encouraging Sales Agents to wear plain and comfortable shoes and clean clothing and discouraging Sales Agents from wearing clothing that contained other company logos or messaging, as it did not give Sales Agents a sense of professionalism. I often emphasized to Sales Agents that by dressing in a professional manner, this added credibility to their pitches, which increased customers' willingness to accept offers.
48. Regional distributors and crew coordinators also encouraged Sales Agents to take advantage of Just Energy branded clothing, which was available for purchase through each regional office at the cost Just Energy purchased the clothing from its vendors. Wearing Just Energy clothing had been proven to enhance the marketing success of Just Energy Contractors. While Just Energy offered Independent Contractors the opportunity to purchase Just Energy branded clothing, they were not required to purchase or wear them. ${ }^{1}$

## Travelling to the Field

49. Sales Agents had the independence to travel to the field when and how they wanted to. Several Sales Agents would drive to the field on their own, however the majority of Sales Agents preferred to meet at the regional office and travel together, whether in the vans that were generally offered by the crew coordinators at the regional offices, or in their own cars. Many Sales Agents attended the morning meeting for the purposes of getting a ride with others to the field.

Sales Agents generally preferred travelling to the field as a team because they wanted to be around each other for support and motivation and it was efficient to just travel together. Door-todoor sales could be very difficult to do on your own. If you were out on the field alone, this frequently was lonely and discouraging. You were often rejected.
50. Most Sales Agents were inexperienced and new to door-to-door sales, therefore these individuals often opted for any opportunity to work alongside other Sales Agents.

[^36]51. There was a boost to morale that flowed from working in groups and generally, Sales Agents did better in their individual sales if they were in the team dynamic. Sales Agents often wanted to be around others that were successful in their sales and who knew the areas that the team was marketing in. Others chose to travel in the van or with others in their vehicles because they did not have transportation of their own. This was a common occurrence. A lot of people did not have the means to get out to the field where others were going, therefore many of them appreciated the carpooling options that were available at the regional offices. Most Sales Agents did not own vehicles.
52. Some Independent Contractors also primarily marketed around their homes and not in a neighbourhood associated with a regional office. In 2015 for example, Jennifer Borg marketed in her neighbourhood in Ottawa, while badged in Kitchener, and did not report to any office.
53. Independent Contractors engaged in commercial and renewal sales did not travel with one another to their respective marketing locations. This was simply not practical. Independent Contractors engaging in commercial and renewal sales traveled to various locations throughout the day, visiting one business establishment or residential customer, to make a single sale, in each location. It was unnecessary to have more than one Independent Contractor present to make an individual sale.
54. Further, Independent Contractors engaged in renewal and commercial sales generally owned their own vehicles.

## No Oversight

55. Just Energy did not have any recordkeeping of hours. Because we were a performance-based sales platform, our only records of the activities of the Independent Contractors were the customer contracts that were submitted for approval.
56. There were many Sales Agents that chose not to market, for days, weeks, months, and returned to making sales after that period of inactivity. Independent Contractors were not terminated for inactivity and were not turned away when they returned. Sales Agents could come and go as they pleased. It was common and acceptable for Independent Contractors to take time off from selling with Just Energy. For example, Roland Lavigne worked off and on at the Hespeler and the Kitchener offices and would often leave to go work for other companies as an Independent Contractor and would return to sell for Just Energy.
57. It often happened that Independent Contractors left Just Energy to work with the Company's competition, and then return. A new Independent Contractor Agreement was executed upon each return to the Company. By way of example, Jennifer Borg was engaged with Just Energy or a relate entity on two separate occasions. I am informed by Anastasia Reklitis of Fasken Martineau DuMoulin LLP that on each occasion, Ms. Borg executed an Independent Contractor agreement.
58. Other Independent Contractors pursued unrelated business ventures while also marketing for Just Energy. For example, Matt Pancer engaged in new door-to-door sales and infrequent renewal sales for the Kitchener and Cambridge regional offices and had a video production company on the side.
59. Sales Agents were at liberty to engage in door-to-door sales at any time. We advised Independent Contractors that the best time to work was between $1-9 \mathrm{pm}$, however it was within their control to decide within what times they wanted to sell and for how many hours they wanted to sell per day and on what day or days. In the commercial and renewal sales' context, we would advise that the best time to sell was between $10-5 \mathrm{pm}$ for commercial sales, as this was standard hours of operations for businesses. With respect to residential renewal sales, we generally recommended between $1-9 \mathrm{pm}$, given that these were the times that it was most likely to connect with a customer.
60. Contrary to the affiants' suggestions, crew coordinators and regional distributors did not supervise and oversee Sales Agents throughout their day in the field. Crew sizes could range from 8-20 or more Sales Agents and crew coordinators themselves were occupied with making their own sales. It would have been very difficult for a crew coordinator to be successful in their own sales if they were also supervising the marketing and sales of the others members of their team.
61. Sales Agents were free to market where they wanted and for however long they wanted. As a crew coordinator in the Kitchener office, I would drop Sales Agents off for the day and I would reconvene with those remaining at the field when I finished my day, which was generally around 9 pm . I would often offer to drive Sales Agents to a bus stop or somewhere else convenient if they decided to end their day at the same time. I was generally not in contact with Sales Agents while they were marketing throughout the day, as I was focused on making my own sales.
62. I sometimes accompanied Sales Agents who were just beginning door-to-door sales and requested my feedback on their customer interactions. I did not actively coach them or hang over their shoulders, as I did not believe that this was beneficial for their development as salespeople. I believed in observing them and then subsequently providing advice and/or guidance where necessary.

## Road Trips/Push Weeks

63. Push weeks were generally organized by Just Energy's corporate office or regional sales' offices and Independent Contractors would be informed of them through crew coordinators or regional distributors. Push weeks were not a regular occurrence and were typically planned when regional offices were short of meeting their weekly goals. Push weeks were not mandatory and were ultimately a decision by Independent Contractors to decide to work every day for approximately a week, as much as possible, until they achieved their goals.
64. Independent Contractors were often eager to participate in push weeks because of the various incentives Just Energy offered to Independent Contractors that met their goals during the week. For example, Independent Contractors who participated in push weeks would often have the opportunity to earn double the commission on their sales during that week. Just Energy also offered cash bonuses, trips to exotic destinations, steak dinner, and various other rewards to motivate individuals to reach their goals during that week. Participating Independent Contractors could choose whether they wanted to complete a push week or not. It was ultimately up to them how long they wanted to participate in a push week.
65. Push weeks existed in the commercial and renewal sales' context, however they took place less frequently than those in the residential sales' context. Regional distributors would
generally propose a push week in their respective offices, however not many Sales Agents participated in the commercial context because most businesses were closed on the weekend; whereas, most Sales Agents participated in renewal push weeks.
66. Push weeks and their related incentives did not function in the same way as they did in the residential sales' context. Commercial salespeople were generally seasoned salespeople committed to a career in sales, and did not generally require incentives or a "push" to meet their sales' goals.
67. Road trips were an office activity that was designed to facilitate sales and foster an environment of success, in addition to providing the opportunity to market in areas that tended not to be "over-marketed", which increased one's earning potential. Road trips were often organized by Crew Coordinators and the goal of the road trip was to provide each sales agent with an opportunity to focus on and hone their craft as sales agents. While road trips were designed to foster success, it was up to each Independent Contractor to determine whether he or she would attend the trip.
68. No one was disciplined or terminated because they did not participate in a road trip or push week. However, if someone did not want to participate we would try and motivate them to participate by promoting Just Energy's various incentives to them. We emphasized the different kinds of rewards that they could win if they met their goals. The rewards and incentives encouraged friendly competition and recognition, with the ultimate objective being to drive high levels of performance and sales.
69. Whether Sales Agents wanted to take advantage of the above opportunities was up to them. There were several Independent Contractors that were highly motivated by the
rewards and incentives offered by Just Energy and pushed themselves to sell. Others did not, and this was perfectly acceptable.

## High Earning Potential

70. There was higher earning potential for Independent Contractors engaged in renewal and commercial sales. This was because the target market for these sales were established customers and relationships and these Independent Contractors therefore closed sales at a higher rate in comparison to Sales Agents in the door-to-door sales' context.
71. The average income for an Independent Contractor engaged in renewal sales was around CAD \$100,000.00.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on January 11, 2019


Commissioner for Taking Affidavits (or as may be)

## ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

## AFFIDAVIT OF DANIEL GADOUA

(SWORN JANUARY 11, 2019)

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Lawyers for the defendants

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

RESPONDING MOTION RECORD OF THE DEFENDANTS
(Summary Judgment Motion)
Returnable June 11-13, 2019
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Lawyers for the defendants


[^0]:    ${ }^{1}$ Brian Marsellus was a national distributor with Just Energy from 2009-2016.

[^1]:    ${ }^{2}$ An override is a kickback that a crew coordinator would receive on each sale.

[^2]:    ${ }^{3}$ Page 29 of the transcript.

[^3]:    ${ }^{4}$ Mr. Saffari was a regional distributor in the Viking office from 2012-2014 and generally oversaw all recruitment and orientations at the Viking office. Mr. Saffari is currently the regional director of Just Energy's North California office.

[^4]:    * denotes that the handouts have been approved for Sales Binder use.

[^5]:    Rich Dad. Poor Dad Aobert Kyosaki

[^6]:    "contract" has the meaning given to it in section 2 of the ECPA;

[^7]:    From: Ravi Maharaj
    Sent: Monday, June 30, 2014 12:38 PM
    To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Natania Jackson; Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald; Regional (Ali); Courtney Macfarlane
    Cc: Romina Ruben; Steve Weber; Tetyana Dudnyk; Jody Kelly; Jason Herod; Richard Teixeira; Vanessa Ramnath; Bibiana Zovic; Vanessa Anesetti-Parra; Megan Taylor; Darren Pritchett; Steve Copeland; Karen Marson; Rosalba Gullo; Nola Ruzycki; Ravi Maharaj Subject: MEMO: Ontario Reminders

[^8]:    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.

[^9]:    From: Ravi Maharaj
    Sent: Monday, June 02, 2014 1:08 PM
    To: Johnny Lavoie; Regional Fairview (Brian); Regional Kitchener (Daniel); Daniel Gadoua; Regional (Ray); Regional Islington (Kambiz); Regional Kitchener (Joel); Regional (Andrew); Regional Yorkland (Gintaras); Regional Kitchener Commercial (Jamie); Regional (Jahan); Regional Oshawa (Daniel); Valerie Green; Natania Jackson (NJackson@justenergy.com); Nadia Fertile; Anita Perras; Ashley Miles; Bailey Dittburner; Admin Cambridge; Admin Kitchener; Admin Ottawa (JE); Admin Viking; Una Karanovic; Kayla Hebert; Regional Viking ( Andrija); Regional Etobicoke (John); Leanne Evans; Evelyn McDonald Cc: Romina Ruben; Steve Weber; Sif Ali; Tetyana Dudnyk; Jody Kelly; Steve Copeland; Jason Herod; Richard Teixeira; Vanessa Ramnath; Keith Hudson; Ravi Maharaj (rmaharaj@justenergy.com)

[^10]:    This is Exhibit "Z"
    referred to in the Affidavit of
    Richard Teixeira
    sworn before me this
    $11^{\text {th }}$ day of January, 2019
    

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[^32]:    ${ }^{1}$ An override is a kickback that a crew coordinator would receive on each sale.

[^33]:    ${ }^{2}$ Daniel Barbieri's affidavit was sworn on September 2, 2018 (the "Barbieri Affidavit"); Jamie Acton's affidavit was sworn August 29, 2018 (the "Acton Affidavit"); Bahram Nemath's affidavit was sworn August 30, 2018 (the "Nemath Affidavit"); Katlyn Schwantz's affidavit was sworn on August 29, 2018 (the "Schwantz Affidavit"); Ronald Lavigne's affidavit was sworn September 2, 2018 (the "Lavigne Affidavit"); and Jennifer Borg's affidavit was sworn on August 29, 2018 (the "Borg Affidavit").

[^34]:    ${ }^{3}$ Residential sales hours typically ran Mondays to Saturdays from 1:00 PM to 9:00 PM.
    ${ }^{4}$ Commercial sales hours operated during business hours, being Monday to Friday, 9:00 AM to 5:00 PM.
    ${ }^{5}$ The majority of sales team did not have driver's licences or access to their own vehicles.

[^35]:    ${ }^{6}$ The Acton Affidavit, the Nemath Affidavit, the Schwantz Affidavit, the Lavigne Affidavit and the Borg Affidavit all contain the same allegations.

[^36]:    ${ }^{1}$ Most Independent Contractors at the Cambridge Office had purchased some Just Energy clothing at some point, and Just Energy gave out some free clothing as well.

