

IDT ENERGY, INC. – State of Illinois – SmartBudget (Fixed Rate) Terms & Conditions

1. AGREEMENT. IDT Energy, Inc. (“IDT Energy”), a Retail Electric Supplier with offices at 520 Broad Street, Newark, NJ 07102, agrees to provide and sell to you, and you (also referred to herein as “Customer”), agree to purchase and accept from IDT Energy, the quantity of electricity necessary to meet your requirements, as estimated by IDT Energy based upon consumption data obtained by IDT Energy and the delivery schedule of the electric utility, subject to the terms and conditions contained herein.

2. PRICE. For the first [REDACTED] monthly billing cycles of IDT Energy’s electricity supply service pursuant to this Agreement (the “Initial Term”), the rate for the electricity supplied by IDT Energy will be a Fixed Rate of [REDACTED] per kWh, plus applicable taxes. The rate for electricity, does not include the electric utility’s charges and fees. For each monthly billing cycle, the price for the electricity supplied by IDT Energy pursuant to this Agreement will be calculated by multiplying (i) the Fixed Rate for the electricity, by (ii) the amount of electricity consumed, as determined by the electric utility’s actual or estimated meter reads.

3. TERM and RENEWAL. This Agreement shall commence as of the date Customer’s enrollment with IDT Energy is deemed effective by the electric utility, and it shall continue for the Initial Term described in Section “2” above. If IDT Energy wishes to renew this Agreement after the Initial Term, then prior to the expiration of the Initial Term, IDT Energy will provide you with a written notice of renewal (“Renewal Notice”), which will include the length of the term of such renewal (“Renewal Term”) and the Fixed Rate that will apply during the Renewal Term. This Agreement will then automatically renew for the Renewal Term set forth in the Renewal Notice, at the Fixed Rate set forth in the Renewal Notice, unless you request that IDT Energy cancel your service or you enter into a new agreement with IDT Energy that replaces this Agreement. Subsequent Renewal Terms may be implemented in the same manner.

4. EARLY TERMINATION FEES. There are no early termination fees for termination of this Agreement.

5. RESCISSION RIGHTS. Customer may contact IDT Energy to rescind this Agreement and the pending enrollment within 10 calendar days after the electric utility processes the enrollment request. Residential customers may rescind this Agreement and the pending enrollment by contacting either IDT Energy or the electric utility.

6. INDEPENDENT SELLER. IDT Energy is an independent seller of power and energy service certified by the Illinois Commerce Commission. IDT Energy is not representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or program of a governmental body.

7. UTILITY’S ROLE. The electric utility remains responsible for the delivery of electric power and energy to Customer’s premises and will continue to respond to any service calls and emergencies.

8. NOTIFICATION FROM UTILITY. Customer will receive written notification from the electric utility confirming a switch of Customer’s electricity supplier.

9. CONTACT INFORMATION. IDT Energy’s toll-free telephone number is 1-877-887-6866. The electric utility’s toll-free telephone number is 1-800-334-7661. The toll-free telephone number for the Illinois Commerce Commission’s Consumer Services Division’s is 1-800-524-0795.

10. INFORMATION RELEASE AUTHORIZATION. Customer hereby authorizes the electric utility to release to IDT Energy, and authorizes IDT Energy to obtain from the electric utility and review, detailed information regarding Customer’s account including, but not limited to: account number; meter number; consumption history; billing determinants; payment history; credit information; public assistance status; and participation in utility low income discount programs. This information may be used by IDT Energy to determine whether it will commence and/or continue to provide energy supply service to Customer. This authorization will remain in effect during the Initial Term of this Agreement and any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to IDT Energy or calling IDT Energy at 1-877-887-6866. IDT Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

11. GREEN/RENEWABLE ENERGY SUPPLY OPTION: If you have chosen the Green/Renewable Energy Supply option, IDT Energy will ensure that 100% of your electricity usage is matched with renewable energy certificates. [A renewable energy certificate is a tradable, non-tangible energy commodity that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource and was fed into the shared system of power lines which transport energy]. IDT Energy may take up to 24 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the green renewable content of electricity sold under this Agreement in the previous calendar year. If you have chosen a Variable Rate product and the Green/Renewable Energy Supply option, or if you have chosen a SmartBudget (Fixed Rate) product with the Green/Renewable Supply Option and the Agreement has renewed with a Variable Rate, your rate for the electricity supplied will be IDT Energy’s Variable Rate plus an “adder” of up to 3 cents per kWh. If you wish to cancel the Green/Renewable Energy Supply Option you may call IDT Energy at 1-877-887-6866.

12. REBATE PROGRAMS: From time-to-time IDT Energy may offer a rebate program for new customers who enroll with IDT Energy and maintain active accounts with IDT Energy for a specified period of time. To be eligible to earn a rebate under any such rebate program, Customer will have 60 days to complete a validation process in accordance with the instructions that will be provided to Customer. Customer will also have to be an active customer of IDT Energy, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in IDT Energy's advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to Customer's actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by Customer will be sent to Customer at the address provided by Customer during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value cards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between Customer and the issuing bank, and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

13. BILLING AND PAYMENT. You will normally receive one bill each month issued by the electric utility. Payment terms are governed by the terms of the electric utility's tariff if the electric utility issues the bill. If IDT Energy issues the bill, payment of the full amount billed is due twenty-five (25) days after the date the bill is mailed. Late payments or partial payment balances will be subject to collection fees and/or reasonable attorneys' fees and court costs, as allowed by law. All accounts, which are overdue, may be referred to a collection agency consistent with the laws of the State of Illinois. Your bill will be based on scheduled meter readings and/or estimates provided by the electric utility. The parties agree to accept, for purposes of accounting for electricity delivered under this Agreement, the quantity, quality, and measurement determined by the electric utility. A twenty-dollar (\$20) fee will be charged for all returned checks.

14. TITLE AND TAXES. Under this Agreement, title to the electricity shall pass from IDT Energy to you prior to delivery to the electric utility. Our price does not include sales taxes that may apply, and these taxes generally will appear as a separate item on your bill. You shall reimburse IDT Energy for sales or other taxes, however designated, imposed with respect to the sale or transportation of electricity unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate(s).

15. ASSIGNMENT. IDT Energy may assign or transfer its rights or obligations under this Agreement after first informing you in writing of such transfer or assignment. You may not assign or transfer your rights or obligations under this Agreement.

16. CHOICE OF LAW. This Agreement shall be construed in accordance with and be governed by the laws of the State of Illinois without regard to the conflicts of law provisions thereof.

17. NO WARRANTIES. Customer acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein, and IDT Energy specifically disclaims all other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose or use.

18. SEVERABILITY. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement. If at some future date there is a change in any law, rule, or regulation whereby IDT Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of IDT Energy, this Agreement may be cancelled. If, at some future date, there is a change in a federal or state approved tariff affecting IDT Energy's costs to purchase electricity required to provide your service, then, at the sole discretion of IDT Energy, this Agreement may be modified to reflect those costs.

19. FORCE MAJEURE. IDT Energy will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out IDT Energy's control ("Force Majeure Events") may result in interruptions in service. IDT Energy will not be liable for any interruptions caused by a Force Majeure Event, and IDT Energy is not, and shall not be, liable for damages caused by Force Majeure Events. Force Majeure Events shall include fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the electric utility (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond IDT Energy's control.

20. LIMITATION OF LIABILITY. In no event shall IDT Energy or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not IDT Energy or Customer has been advised of the possibility of such damages. IDT Energy's liability and Customer's exclusive remedy against IDT Energy, for any damages caused by any service outage, defect or failure, shall be the termination provisions set forth above in Section "3." IDT Energy's liability for other claims arising in connection with any service or this agreement, if not otherwise limited by another provision of this Agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by Customer for the applicable service during the 12 months preceding the month in which the damage occurred.

21. INDEMNIFICATION. Customer is responsible for and will indemnify IDT Energy against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity after its delivery to Customer's residence.

22. DISPUTE RESOLUTION, MANDATORY ARBITRATION and CLASS ACTION WAIVER. All disputes regarding transmission, distribution, power outages, and bills from the electric utility should be directed to the electric utility. In the event of a dispute relating to IDT Energy's services hereunder, Customer shall first contact IDT Energy and attempt to resolve the dispute directly. Customer and IDT Energy shall try in good faith to resolve the dispute. A residential customer who is dissatisfied with IDT Energy's proposed resolution may file a

complaint with the Consumer Services Division of the Illinois Commerce Commission (“ICC”) by calling the ICC at 1-800-524-0795, by writing to the ICC at: Illinois Commerce Commission, 527 E. Capitol Ave, Springfield Illinois, 62701, or through the ICC’s website at: www.icc.illinois.gov. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. Any dispute, controversy or claim arising out of, or related to, IDT Energy’s services under this Agreement that is not resolved directly between the parties or by the ICC (collectively, the “Claims”), shall be resolved by arbitration before the American Arbitration Association (“AAA”) conducted under the AAA Commercial Rules and, if Customer is a residential customer, the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR’S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR’S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

23. ENTIRE AGREEMENT. This Agreement, including the Uniform Disclosure Statement, constitutes the entire agreement between you and IDT Energy. You acknowledge that you are not relying on any advice, statements, recommendations or representations of IDT Energy or its Sales personnel other than the written statements in this Agreement and that you have made your own decision to enter into this Agreement.

24. MODIFICATION. IDT Energy may modify the terms of this Agreement at any time and such amended Agreement will supersede any previous agreement between Customer and IDT Energy. IDT Energy will provide Customer thirty (30) days’ prior written notice of any such modification. After receipt of such notice, Customer may cancel the Agreement, without penalty, by providing written notice to IDT Energy before the commencement of the next billing cycle.

25. PROTECTION OF CUSTOMER RIGHTS. IDT Energy hereby provides notice that its services are governed by the terms of this Agreement, the tariff of the electric utility, and the rules and regulations issued by the ICC. Your electric utility’s transmission and distribution functions will continue to be regulated by the ICC. Electric service may be disconnected only by the electric utility and only in compliance with rules set by the ICC. In the event of your failure to pay for the electricity provided to you, IDT Energy may terminate the business relationship with you and your service may be disconnected by the electric utility. The ICC may be contacted at 1-800-524-0795; <http://www.icc.illinois.gov>; or at 527 E Capitol Ave, Springfield, Illinois, 62701.