



## THIRD PARTY SUPPLIER SALES AGREEMENT

*This notification is for illustrative purposes only, you will receive your personalized Contract Summary with your welcome packet upon the acceptance of your enrollment*

### FIXED RATE GAS CONTRACT SUMMARY

<b>Third Party Supplier Information</b>	<p><b>IDT Energy, Inc.</b> <span style="float: right;"><b>NJBPU License Number: GSL-0090</b></span>  <b>520 Broad Street, Newark, NJ 07102</b>  <b>1-877-887-6866; contactus@idtenergy.com; www.IDTEnergy.com</b></p>
<b>By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier.</b>	<p>You have chosen IDT Energy, Inc. (“IDT Energy”) as your third-party supplier (TPS). IDT Energy is not affiliated with your natural gas distribution company (“GDC”). IDT Energy is responsible for your natural gas supply. The charges for the natural gas supplied by IDT Energy will appear on the bills rendered to you by your GDC, separate and apart from your GDC’s charges for delivering the natural gas.</p>
<b>Price Structure</b>	<p><b>This agreement has a Fixed Rate segment and a Variable Rate segment.</b> This means that initially the rate for the natural gas supplied will remain the same for a specific number of monthly billing cycles, but then the rate will change from time-to-time based on a number of factors, including weather fluctuations, as explained in the Terms &amp; Conditions. The variable rate is not tied to a published index or to the utility’s Price to Compare. There is no cap on the variable rate.</p>
<b>Generation/ Supply Price</b>	<p>The rate for the first [ ] monthly billing cycles will be [ ] per Therm.</p>
<b>Statement Regarding Savings</b>	<p>The rate may be higher or lower than the GDC’s rate in any monthly billing cycle. There is no guarantee of savings.</p>
<b>Amount of time required to change from TPS back to default service or to another TPS</b>	<p>If you cancel your IDT Energy service to return to your GDC or to switch to another TPS, the change will take effect on the next available billing cycle date in accordance with your GDC’s rules. It may take one or two billing cycles from the submission of the cancellation request.</p>
<b>Incentives</b>	<p><b>Rebate Program:</b> If included with the offer, the Customer must remain in the program for the entire agreed upon term in order to qualify for the rebate. If a Customer cancels at any time prior to the agreed upon term, the Customer shall forfeit all rights and claims to any and all rebate offers.</p>
<b>Right to Cancel/Rescind</b>	<p>If you are a residential customer, you may rescind your selection of IDT Energy by contacting your GDC (or by calling IDT Energy at 1-877-887-6866) within seven days of the date of the GDC’s confirmation notice.</p>
<b>Contract Start Date</b>	<p>You will begin receiving natural gas supply service from IDT Energy as of the next available billing cycle date as determined by your GDC.</p>
<b>Contract Term/Length</b>	<p>This Agreement will continue until either you or IDT Energy provides 30 days’ notice of termination to the other.</p>
<b>Cancellation/Termination Fees</b>	<p>If you terminate or breach this Agreement during the Fixed Rate segment, you will incur an early termination fee, for each terminated account, equal to \$10.00 for each monthly billing cycle, or portion thereof, remaining in the Fixed Rate segment.</p>
<b>Renewal Terms</b>	<p>This Agreement will continue until either party terminates it.</p>
<b>Distribution Company Information</b>	<p>The GDC will continue to deliver the natural gas to you and you will continue to make payments to the GDC for this service. In the event of any emergencies or outages you should call the GDC.</p>

For a Spanish version of this document, please call Customer Service at 1-877-887-6866.

**IDT Energy, Inc. - Fixed Rate Terms and Conditions - ETF - V.05012019**

**State of New Jersey Gas License Number: GSL-0090**

**1. AGREEMENT.** This is an agreement (“Agreement”) between you (also referred to as “Customer”) and IDT Energy, Inc. (“IDT Energy”), an independent third-party natural gas supplier, under which you authorize enrollment of your natural gas account(s) with IDT Energy for natural gas supply. These terms and conditions apply to the purchase by you and sale by IDT Energy, of natural gas supply service as specified herein.

**2. INFORMATION RELEASE AUTHORIZATION.** Customer hereby authorizes the local natural gas distribution company (the “GDC”) to release to IDT Energy, and authorizes IDT Energy to obtain from the GDC and review, detailed information regarding Customer’s account(s) 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. Customer may rescind this authorization at any time by providing written notice thereof to IDT Energy or by calling IDT Energy at 1-877-887-6866. IDT Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**3. AGENCY.** Customer designates IDT Energy as its agent for receiving customer billing information from the GDC, and for nominating and scheduling the transportation and delivery of the natural gas purchased by Customer to the GDC’s system.

**4. PRICE.** This agreement has a Fixed Rate segment and a Variable Rate segment. A fixed rate is a rate that remains the same for a specified number of monthly billing cycles. A variable rate is a rate that changes from time-to-time based on various factors, including weather fluctuations. For the first [REDACTED] monthly billing cycles of your natural gas supply pursuant to this Agreement, the rate for the natural gas supplied will be fixed at [REDACTED] per Therm. After that, the rate for the natural gas supplied will vary and will be established by IDT Energy based on a number of factors including, but not limited to, 1) the estimated and actual wholesale cost of natural gas, including capacity costs, storage costs, balancing costs and cost of transportation of gas to the delivery point, 2) IDT Energy’s expenses and margins, and 3) all applicable taxes, fees, or assessments. The rate is not tied to a published index or to the utility’s Price to Compare. There is no cap on the rate. The rate may be higher or lower than your GDC’s rate at any particular time; there is no guarantee of savings. For each monthly billing cycle, the price for the natural gas supplied will be calculated by multiplying: (i) the fixed rate or variable rate for natural gas, by (ii) the amount of natural gas, consumed as measured by your GDC’s actual or estimated meter reads.

**5. CARBON OFFSET GAS OPTION:** If you have chosen IDT Energy’s Carbon Offset Gas option, IDT Energy will purchase carbon offsets and/or carbon credits to match 100% of your natural gas consumption (at a rate of 1 metric ton of offsets/credits per 188.6 therms of natural gas supplied). IDT Energy may take up to 12 months following each calendar year in which this Agreement is in effect to address any deficiency that may arise in the carbon offsets/credits purchased. With the Carbon Offset Gas option, your rate for the natural gas supplied during the Variable Rate segment of this Agreement will be IDT Energy’s standard variable rate plus an “adder” of up to 20¢ per therm. If you wish to cancel the Carbon Offset Gas option, you may call IDT Energy at 1-877-887-6866.

**6. 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.

**7. BILLING and PAYMENT.** You will normally receive one bill each month issued by your GDC, or by IDT Energy. If your GDC issues the bill, you will pay the GDC in accordance with the payment terms of the GDC's tariff. If IDT Energy issues the bill, payment of the full amount billed is due 25 days after the date the bill is mailed. Late payments or partial payment balances will be subject to collection fees and/or reasonable attorney's fees and court cost, as allowed by law. All accounts which are overdue may be referred to a collection agency consistent with New Jersey law. Your bill will be based on scheduled meter readings and/or estimates provided by your GDC. The parties agree to accept, for purpose of accounting for the natural gas delivered under this Agreement, the quantity, quality, and measurement determined by your GDC. IDT Energy does not offer budget billing.

**8. TITLE and TAXES.** Under this Agreement, title to the natural gas shall pass from IDT Energy to you prior to delivery to your GDC. IDT Energy's rate includes applicable sales taxes.

**9. RESCISSION; TERM; TERMINATION; EARLY TERMINATION FEES.** You will receive a confirmation notice from your GDC to confirm your choice of IDT Energy as your supplier. A residential customer will have seven (7) calendar days from the date of the notice to contact the GDC (or call IDT Energy at 1-877-887-6866) and rescind the selection of IDT Energy. This Agreement will not become effective until the seven-day confirmation period has expired. This Agreement will continue in effect until either party provides 30 days' notice to the other party of the termination of the Agreement. Residential customers may terminate this Agreement upon 48 hours' written notice as a result of relocation, a disability that renders the customer unable to pay for IDT Energy's services, and/or the death of the customer. If there is a material adverse change in the business or financial condition of Customer (as determined by IDT Energy at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, IDT Energy may terminate this Agreement upon 30 days' notice to Customer. There is no charge for starting or stopping gas supply service, if done within the terms of this Agreement. However, if Customer terminates this Agreement during the Fixed Rate segment thereof, or if IDT Energy terminates this Agreement during the Fixed Rate segment thereof due to Customer's breach, Customer shall pay IDT Energy, in addition to any other applicable charges, an early termination fee for each terminated account equal to: \$10.00 for each monthly billing cycle, or portion thereof, remaining in the Fixed Rate segment of this Agreement. The parties acknowledge and agree that the actual damages that IDT Energy will suffer as a result of Customer's early termination or breach are difficult to assess, the termination fee described herein is a reasonable estimate of such damages, and such termination fee constitutes liquidated damages rather than a penalty. Note that it may take several billing cycles for your GDC to process the cancellation of service.

**10. 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.

**11. CHOICE OF LAW.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of New Jersey without regard to the conflicts of law provisions thereof.

**12. NO WARRANTIES.** THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED. Should any part of the Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect as if the part determined to be invalid has not been contained herein at the time of the execution of this Agreement. If at some future date there is a change in a law, rule, or regulation, that requires modification to the material terms of this agreement, IDT Energy will provide you with written notice of such modifications.

**13. FORCE MAJEURE.** IDT Energy will make commercially reasonable efforts to provide natural gas hereunder but does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out

of 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 gas utility (including, but not limited to, a facility outage on its natural gas facilities), or any other cause beyond IDT Energy's control.

**14. LIMITATION OF LIABILITY.** To the extent permitted by applicable law, 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. Customer acknowledges that IDT Energy is not responsible for the delivery of natural gas to Customer and as such is not responsible for any damages caused by any service outage, defect or failure.

**15. INDEMNIFICATION.** To the extent permitted by applicable law, Customer is responsible for the indemnification of IDT Energy against any and all liabilities resulting from Customer's failure to fully comply with the Agreement, and damage or injury caused by the natural gas after its delivery to Customer's residence, except liability resulting from the negligence of IDT Energy.

**16. ENTIRE AGREEMENT.** This Agreement, including the Contract Summary, constitutes the entire agreement between you and IDT Energy. You acknowledge that you are (i) not relying on any advice, statements, recommendations or representations of IDT Energy or its sales personnel other than those made in this Agreement; (ii) have made your own decision to enter into this Agreement; and (iii) have entered into this Agreement by one of the methods provided for in N.J.A.C §14:4-2.3.

**17. DISPUTE RESOLUTION.** You may contact IDT Energy in writing and attempt to resolve all billing disputes or service problems directly in good-faith. If you are not satisfied with IDT Energy's response, you may contact the Division of Consumer Relations of the Board of Public Utilities ("BPU") at 1-800-624-0241 to request an alternate dispute resolution procedure or to file a formal complaint. All disputes regarding transmission, distribution, power outages, and bills from your GDC should be directed to your GDC.

**18. PROTECTION OF CUSTOMER RIGHTS.** IDT Energy hereby provides notice that its services are governed by the terms of this Agreement and the regulations of the BPU. Your GDC's transportation and distribution functions will continue to be regulated by the BPU. Natural gas supply service may be disconnected only by your GDC and only in compliance with regulations of the BPU.

**19. CONTACT INFORMATION.** Any questions regarding these terms and conditions or your service with IDT Energy should be directed to us in writing at IDT Energy, Inc., 520 Broad Street, Newark, New Jersey, 07102. IDT Energy may also be contacted by phone at 1-877-887-6866. Your GDC will continue to deliver the natural gas to you, you will still make payments to your GDC for that service and you will still call your GDC in the case of an energy related emergency such as a gas leak. Your GDC's contact information is provided in the Contract Summary.