

IDT ENERGY, Inc. Fixed Rate Terms and Conditions-V.2

State of New Jersey License Numbers: ESL-0081, Electric

1) SCOPE. These terms and conditions apply to the purchase by you (also referred to here as “Customer”) and sales by IDT Energy of electric generation supply service as specified herein.

2) AGENCY. Customer designates IDT Energy as its agent for receiving customer billing information from local distribution company (your Utility), and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by you to your utility system. There is no charge for starting or stopping electric generation supply service if done within the terms of this agreement.

3) RATES. Fixed Rate- By enrolling with IDT Energy you will receive a fixed rate for your electricity. The price will be effective starting with your first date of service with IDT and will remain fixed for the term as indicated on your Customer Contract Summary. This fixed rate is set forth on your Customer Contract Summary. For each monthly billing cycle the customer bill will be calculated by: 1) multiplying the agreed upon price of electricity, as listed in this Agreement by 2) the amount of electricity consumed as provided by utility meter reads 3) plus all applicable taxes, fees and charges imposed by your utility or any governmental agency. This rate may be higher or lower than your Utility’s price in any particular month.

Renewable Energy Supply Option: Renewable Energy refers to energy that is generated from, renewable sources, such as solar, wind, water or biomass. If a customer chooses a renewable supply option, IDT Energy will ensure that 100% of the customer’s electricity usage is matched with renewable energy certificates or renewable energy attributes. IDT Energy shall have up to 24 months from the end of each calendar year to address any deficiency that may have arisen in the renewable content of electricity sold under this Agreement during such calendar year. The price for renewable energy will be comprised of the IDT Energy fixed price which includes an amount that represents IDT Energy’s cost in acquiring the renewable energy certificates or renewable energy attributes in the amount of 2.79 cents per kwh. Customer can cancel the green option of this agreement with at least fourteen (14) calendar days’ notice of its intent to cancel by calling IDT Energy at 1-877-887-6866. The requested drop of the green supply option will occur on the next available according to the utility’s switching/change request rules. **If you choose to remove renewable energy supply option, your price will be reduced by the amount that represents that cost of renewable energy in the amount of 2.79 cents per kwh.**

4) RENEWAL. You will receive a notice within 30 days prior to the expiration of the term advising you of your renewal options.

5) BILLING AND PAYMENT. You will normally receive one bill each month issued by your Utility, or by IDT Energy. Unless otherwise provided herein, payment terms are governed by the terms of your utility tariff if your utility issues the bill. If IDT Energy issues the bill, payment of the full amount of 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 utility. The parties agree to accept, for purpose of accounting for electricity delivered under this Agreement, the quantity, quality, and measurement determined by your utility. A twenty- dollar (\$20) fee will be charged for all returned checks.

6) TITLE AND TAXES. Under this Agreement, title to the electricity shall pass from IDT Energy to you prior to delivery to your 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 and other taxes. However designated, imposed with respect to the sales or transportation of electricity unless prior to execution of this Agreement, you have given us a valid tax exemption certificate(s).

7) TERM/TERMINATION;AND EARLY TERMINATION FEES. You will receive a confirmation notice to confirm your choice of IDT Energy as your supplier. A residential customer may rescind this Agreement at any time during the seven (7) days following receipt of the conformation by calling IDT Energy at 1-877-887-6866 by contacting your utility company, and this Agreement will not become effective until the seven-day confirmation period has expired. Residential customers may terminate this Agreement upon 48 hours written notice as a result of a relocation, a disability that renders 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 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 may terminate this Agreement upon 15 days’ written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if IDT terminates this Agreement due to Customer’s breach, the Customer shall pay IDT in addition to any other applicable charges, an early termination fee (“ETF”) equal to the product of (i) the fixed price and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes consumed by Customer during the prior 12 month period. Notwithstanding the foregoing, the ETF will be no greater than \$50.

8) 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.

9) CHOICE OF LAW. This Agreement shall be constructed in accordance with and be governed by the laws of the State of New Jersey with regard to the conflicts of law provisions thereof.

10)NO WARRANTIES. THERE ARE NO WARRENTIES 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 portion 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, whereby IDT Energy is prevented, prohibited or frustrated from carrying out the terms of this 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 cost to purchase electricity

required to provide your service, then, at the sole discretion of IDT Energy, this agreement may be modified to reflect those cost.

11) FORCE MAJEURE. Except as otherwise set forth herein, force majeure is the only excuse for non performance and all other excuses (at law or in equity) are waived. Except from payment obligations, a force majeure event will, upon notice, excuse both parties performance during the event. “Force Majeure” means those events not reasonably anticipated on the effective date hereof and outside the control of the claiming party and include force majeure events associated with your utility or the commodity supplier or other used to deliver electricity to customer’s residence.

12) 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 limitations, 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, including without limitation, damage, exclusive remedies against IDT Energy, for any damaged cause by any service outage, defect or failure shall be the termination provisions set forth above in Section 6. IDT Energy’s liability for other claims arising in connection with any service of 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 the customer for the applicable service during the 12-month’s proceeding the months in which the damage occurred.

13) INDEMNIFICATION. Customer is responsible for the willing 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 electricity after its delivery to the customer’s residence.

14) NO RELIANCE: 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 representations in this contract and that you have made your own decision to enter into this contract.

15) DISPUTES. Customers agree first to contact IDT Energy in writing and attempt to resolve all billing disputes or service problems directly. All disputes regarding transmission, distribution, power outage, and bills from your utility should be directed to your utility. Both customer and IDT Energy shall try submitting the dispute to small claims court or any other court of competent jurisdiction.

16) PROTECTION OF CUSTOMER RIGHTS. IDT Energy hereby provides notice that its services are governed by the terms of this Agreement, the rules and regulations issued by your utility, and The Board of Public Utilities (BPU). The BPU Bureau of Consumer Relations can be contacted at 1-800-624-0241. Your utility transmission and distribution functions will continue to be regulated by the BPU. Electric service may be disconnected only by your utility and only in compliance rules set by the BPU.

17) 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 at 1-877-887-6866. Your Utility Company will continue to deliver Electric and to you, you still make payment to your Utility Company for this service and you will still call your Utility Company in the case of an energy related emergency. You may contact your Utility Company at the information provided in the Customer Disclosure included with this document.