

IDT ENERGY

520 Broad Street, Newark, NJ 07102

1-877-887-6866



MASS MARKET SALES AGREEMENT FIXED PRICE

<<Customer Name>> <<Customer Address>>
<<Contact Person>> <<Telephone Number>>
<<LDC Name>> <<LDC Acct #:>>
<<Service/Rate Class>>
<<Electric>><<Gas>>

CUSTOMER DISCLOSURE STATEMENT

Product	Electricity and/or Natural Gas Supply + Home Warranty Program
How price is determined	<p>The price for all electricity supplied during the Initial Term of the agreement will be a fixed price of [] per kWh, plus all applicable taxes.</p> <p>The price for all natural gas supplied during the Initial Term of the agreement will be a fixed price of [] per Therm, plus all applicable taxes.</p> <p>If you have chosen the Home Warranty Program and you are a resident of the five boroughs of New York City, you will also pay a monthly fee of \$4.95/month (prorated as a daily fee) per utility meter.</p> <p>All prices may be modified in response to a subsequent change in law, order, rule, regulation, or state-approved tariff. See Section 16 of the Agreement.</p>
Length of the agreement and end date	The Initial Term of the agreement is [] monthly billing cycles. For more details see Section 2-Term.
Process customer may use to rescind the agreement without penalty	A residential customer may rescind by calling the toll-free number within 3 business days of receipt of the Sales Agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	This agreement does not have an early termination fee.
Amount of Late Payment Fee and method of calculation	Failure to pay bills on time may result in a late payment fee of 1.5% per monthly billing cycle, or the amount otherwise provided for in the local distribution company's tariff.
Provisions for renewal of the agreement	At the expiration of the Initial Term, unless you renew to another product with affirmative consent, IDT Energy will either (i) renew the Agreement with the same fixed rate for another term, or (ii) return your account to the utility for supply service.
Guaranteed Savings	This agreement does not offer guaranteed savings below the utility price and IDT Energy's price may be higher than the utility's price.
Home Warranty Program	You have chosen to participate in the Home Warranty Program with the Plumbing Protection Plan. See Section 4 – Home Warranty Program for more details.

IDT ENERGY, INC. – NEW YORK - TERMS & CONDITIONS

1. Agreement to Sell and Purchase Energy. This is an agreement between IDT Energy, Inc. (“IDTE”), an independent energy services company, and the customer (“Customer”) under which Customer shall initiate electricity and/or natural gas service and begin enrollment with IDTE (the “Agreement”). Subject to the terms and conditions of this Agreement, IDTE agrees to sell and deliver, and Customer agrees to purchase and accept, the quantity of electricity and/or natural gas, as estimated by IDTE, necessary to meet Customer’s requirements based upon consumption data obtained by IDTE or the delivery schedule of the Local Distribution Company (the “LDC”). IDTE is not affiliated with and does not represent the LDC. The amount of electricity and/or natural gas supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by IDTE or the LDC’s delivery schedule. The LDC will continue to deliver the electricity and/or natural gas supplied by IDTE.

2. Term. This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to IDTE is deemed effective by the LDC and it shall continue for the number of monthly billing cycles indicated on the Customer Disclosure Statement (the “Initial Term”). At the expiration of the Initial Term, unless you renew to another product with affirmative consent, IDTE will either (i) renew the Agreement with the same fixed rate for another term, or (ii) return your account to the LDC for supply service.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement during the Initial Term thereof, shall be the fixed price per kWh set forth on the Customer Disclosure Statement, plus all applicable taxes.

Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement during the Initial Term thereof, shall be the fixed price per Therm set forth on the Customer Disclosure Statement, plus all applicable taxes.

If there is a material adverse change in the business or financial condition of Customer (as determined by IDTE at its discretion) or if Customer fails to meet its obligations under this Agreement, then, in addition to any other remedies that it may have, IDTE may terminate this Agreement upon 15 days’ notice to Customer.

IDTE will invoice Customer monthly for electricity and/or natural gas supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date. Failure to pay on time may result in a late payment charge of 1.5% per monthly billing cycle, or the amount otherwise provided for in the LDC’s tariff. Customer may receive a single bill for both commodity and delivery costs from either IDTE or the LDC, or each of the LDC and IDTE may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the “DPS”). IDTE may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, IDTE may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act (“HEFPA”). A \$20 fee will be charged for all returned payments.

4. Home Warranty Program. Customer has chosen to participate in the Home Warranty Program whereby IDTE’s electricity and/or natural gas supply is bundled with one of the following home warranty products provided by Cinch Home Services, Inc. or one of its affiliates or contractors (“Cinch”): (a) HVAC and Surge Protection Plan, or (b) Plumbing Protection Plan. Cinch’s services will be provided in accordance with its Terms & Conditions (the “Cinch Agreement”) which is separate from this Agreement. For the Customer’s convenience, this Section provides an outline of Cinch’s products, but in the event of any conflicts regarding coverage, the Cinch Agreement controls. Any changes that Cinch makes to the Cinch Agreement shall not affect the terms of this Agreement. Customer will receive a copy of the Cinch Agreement in Cinch’s welcome package. Customer will be eligible to benefit from Cinch’s services once IDTE’s commodity supply service begins. If this Agreement is terminated, the Cinch Agreement shall automatically terminate as well. If Cinch terminates the Cinch Agreement, IDTE shall have the right to terminate this Agreement upon 15 days’ written notice to Customer. Residents of the five boroughs of New York City will pay an additional monthly fee of \$4.95/month (prorated as a daily fee) per utility meter, for participation in the Home Warranty Program.

HVAC and Surge Protection Plan: Subject to the limitations and exclusions described in the Cinch Agreement, the HVAC Protection portion of the plan covers the following in Customer’s single-family residence, (i) components and parts of the air conditioning system (ducted central electric split and package unit, geothermal, wall air conditioner, or mini-split) and leaks and breaks in associated ductwork, and (ii) components and parts of the heating system (forced air, geothermal, wall mounted heater, floor furnace, package unit, heat pump, mini-split, hot water or steam circulating heat, or electric baseboard) and leaks or breaks in associated ductwork. There is a \$125 deductible and an aggregate plan limit of \$1,000. Maximum coverage of 1 unit. If Customer is a renter, Customer must obtain express approval from the owner/landlord to (i) participate in the plan and (ii) coordinate services performed on the HVAC equipment in the rental property pursuant to the plan. By agreeing to participate in the plan, Customer is acknowledging that he/she has obtained such approval and is responsible for costs/losses that are not covered by the plan. The Surge Protection portion of the plan provides reimbursement for the cash value of electric appliances and equipment owned by Customer and located in Customer’s primary residence, damaged by an electrical surge. Surge Protection reimbursement coverage is limited to \$500.

Plumbing Protection Plan: Subject to the limitations and exclusions described in the Cinch Agreement, the Plumbing Protection plan includes coverage of the costs for repair/replacement of the following in Customer's single-family residence, all component parts of a water heater, instant hot/cold water dispenser, or garbage disposal unit; leaks and breaks of water, drain, gas, waste or vent lines, toilets and related mechanisms, faucets, showerheads and permanently installed sump pump and the clearing of sink, bathtub, shower and toilet stoppages. There is a \$125 deductible and an aggregate plan limit of \$1,000. If Customer is a renter, Customer must obtain express approval from the owner/landlord to (i) participate in the plan and (ii) coordinate services performed on the plumbing equipment in the rental property pursuant to the plan. By agreeing to participate in the plan, Customer is acknowledging that he/she has obtained such approval and is responsible for costs/losses that are not covered by the plan.

5. Assignment. Customer may not assign its interests in or delegate its obligations under this Agreement without the express written consent of IDTE. IDTE may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS with 30 days' written notice to Customer.

6. Information Release Authorization. Customer authorizes IDTE to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by IDTE to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to IDTE. This authorization will remain in effect until this Agreement is terminated by Customer or IDTE. Customer may rescind this authorization at any time by providing written notice thereof to IDTE or by calling IDTE at 1-877-887-6866. IDTE reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Consumer Protections. The services provided by IDTE to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including (for residential customers) the NYS Home Energy Fair Practices Act (HEFPA). IDTE will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to IDTE, a residential customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting IDTE at 1-877-887-6866 or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. Customer may also contact the DPS for inquiries regarding the competitive energy market at 1-888-697-7728 (ESCO Hotline). For consumer complaints that cannot be resolved with IDTE, Customer may contact the DPS. DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

8. Cancellation. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting IDTE at 1-877-887-6866 or in writing. Customer is liable for all IDTE charges after rescission, cancellation or termination until Customer returns to the LDC in accordance with its rules or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be tried up subsequent to the final meter reading.

9. Agency - Electricity: Customer hereby designates IDTE as agent to; (a) arrange and administer contracts and service agreements between Customer and IDTE and those entities, including the New York Independent System Operator ("NYISO"), engaged in the generation, transmission and delivery of Customer's electricity supplies; and (b) nominate and schedule with the appropriate entities, including the LDC, for the delivery of electricity to the Sales Point and the Customer's end-use premises. IDTE, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Point for the electricity will be a point at the NYISO IDTE load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis.

Agency – Gas: Customer hereby designates IDTE as agent to; (a) arrange and administer contracts and service agreements between Customer and IDTE and between the interstate pipeline transporters of Customer's natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales Point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by IDTE to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. IDTE as agent for the Customer will schedule the delivery of adequate

supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Sales Point for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by IDTE to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. IDTE agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis.

10. Title: Customer and IDTE agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by IDTE under this Agreement shall transfer from IDTE to Customer at the Sales Point. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of the electricity and/or natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with IDTE. IDTE will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity and/or natural gas provided hereunder.

11. Warranty. This Agreement, including any enrollment form and applicable attachments, makes up the entire Agreement between Customer and IDTE. IDTE makes no representations or warranties other than those expressly set forth in this Agreement, and IDTE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. IDTE will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but IDTE does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of IDTE ("Force Majeure Events") may result in interruptions in service. In the event that IDTE is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within either party's control, IDTE will not be liable for any interruptions caused by a Force Majeure Event, and IDTE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include, but not be limited to, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, curtailment by the LDC of IDTE's transportation capacity, non-performance by the LDC (including, but not limited to, a facility outage in its electric facilities or gas distribution lines), or any other cause beyond IDTE's control.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER CUSTOMER NOR IDTE WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN CUSTOMER AND IDTE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST IDTE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM IDTE, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND IDTE ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

14. Indemnification. Customer is responsible for and will indemnify IDTE against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and from any damage or injury caused by the electricity and/or natural gas after its delivery to the Sales Point(s).

15. 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.

16. Change in Law. If at some future date there is a change in any law, order, rule, regulation, or state-approved tariff whereby IDTE is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of IDTE, this Agreement may be cancelled. If, at some future date there is a change in any law, order, rule, regulation, or state-approved tariff affecting IDTE's costs to purchase electricity required to provide service, then, at the sole discretion of IDTE, this Agreement may be modified to reflect those costs by providing written notice to Customer and obtaining affirmative consent.

17. Modification. IDTE may supplement, modify, or amend the non-material terms of this Agreement upon at least 30 days' prior written notice to Customer. Such amended Agreement will supersede any previous agreement between Customer and IDTE. Upon receipt of written notice pursuant to this Section, Customer may cancel the Agreement at any time prior to the commencement of the next billing cycle by providing written notice to IDTE.

18. IDTE Contact Information. Customer may contact IDTE's Customer Service Center at 1-877-887-6866, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to IDTE at: IDT Energy, 520 Broad Street, Newark, NJ 07102 or email IDTE at contactus@idtenergy.com.

19. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. ANY COMPLAINT, CLAIM, OR

DISPUTE BETWEEN IDTE AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF IDTE AND CUSTOMER, BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) AND PURSUANT TO THE FEDERAL ARBITRATION ACT (“FAA”), 9 U.S.C. § 1 ET. SEQ., AND SHALL BE VENUED EXCLUSIVELY IN THE STATE OF NEW YORK AND THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE IDTE AND CUSTOMER MUTUALLY AGREE. ANY SUCH COMPLAINTS, CLAIMS, OR DISPUTES SHALL PROCEED ONLY IN ARBITRATION AND ONLY ON AN INDIVIDUAL BASIS. THE ARBITRATOR’S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED INTO JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. IDTE AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY.

BY AGREEING TO BINDING ARBITRATION, IDTE AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO SUE OR SEEK RELIEF OR HAVE ANY COMPLAINTS, CLAIMS, OR DISPUTES ADJUDICATED IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM, WHETHER THOSE COMPLAINTS, CLAIMS, OR DISPUTES ARISE OR ARE BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE. IDTE AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. IDTE AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT PREVENT CUSTOMER FROM FILING A COMPLAINT RELATING TO CUSTOMER’S ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH IDTE PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND NATURAL GAS SUPPLIERS IN CUSTOMER’S STATE AND THE REGULATIONS OF ANY AGENCY IN CUSTOMER’S STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND NATURAL GAS SUPPLIERS. HOWEVER, ANY COMPLAINTS, CLAIMS, OR DISPUTES SUBMITTED TO SAID AGENCY REMAIN OTHERWISE SUBJECT TO THE PROVISIONS OF THIS SECTION, INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT TO SUBMIT ALL COMPLAINTS, CLAIMS, OR DISPUTES, WHETHER ARISING OR BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, TO BINDING AND FINAL ARBITRATION; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO SUE OR SEEK RELIEF IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO A JURY TRIAL; AND THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

20. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

21. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on IDTE’s net income, shall be paid by Customer, and Customer agrees to indemnify IDTE and hold IDTE harmless from and against any and all such taxes.

22. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1-877-434-4100; KeySpan 718-643-4050 (NYC) and 1-800-490-0045 (Long Island); Niagara Mohawk at 1-800-892-2345; Central Hudson at 1-800-527-2714; RG&E at 1-800-743-1701; NYSEG at 1-800-572-1131; National Fuel at 1-800-444-3130 and emergency personnel. Customer should then call IDTE at: 1-877-887-6866.

23. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

By signing below, Customer acknowledges that he/she has received copies of the Customer Disclosure Statement, Terms and Conditions, and ESCO Consumer Bill of Rights and is choosing IDT Energy as his/her new supplier of electricity and/or natural gas, subject to acceptance by IDT Energy and subject to the foregoing Terms and Conditions. (In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.)

Customer Signature: _____

Printed Name: _____

Date: _____