

IDT ENERGY

520 BROAD STREET, NEWARK, NEW JERSEY 07102

1-877-887-6866



PENNSYLVANIA - FIXED RATE - ELECTRIC CONTRACT SUMMARY v.10012020

This document summarizes the key terms of your contract with IDT Energy, Inc. ("IDT Energy")

<<Insert Customer Name, Address, City Zip Code>>

Electric Generation Supplier Information	IDT Energy, Inc., 520 Broad Street, Newark, NJ 07102 877-887-6866 www.idtenergy.com You have chosen IDT Energy as your electric generation supplier. IDT Energy is not affiliated with your electric distribution company ("EDC"). IDT Energy is responsible for the electric generation charges on your bill. These charges will appear on your EDC bill separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	With IDT Energy's Fixed Rate (SmartBudget) plan your rate will be effective starting with your first date of service with IDT Energy and will remain fixed for the first [] billing cycles. This rate may be higher or lower than the EDC's rate.
Generation/Supply Price	Your electricity supply rate during the Initial Term with IDT Energy will be [] per kWh.
Statement Regarding Savings	IDT Energy's rate for electricity supply may be higher or lower than your EDC's rate, there is no guarantee of savings.
Deposit Requirements	IDT Energy does not require a deposit.
Incentives	
Contract Start Date	Your IDT Energy electric supply service will begin on the date set by your EDC.
Contract Duration/ Length	The Initial Term of this Agreement is [] billing cycles.
Cancellation/Early Termination Fees	You may cancel your IDT Energy electricity supply service at any time, without cancellation fees.
End of Contract	You will receive an initial notice 45 to 60 days prior to the expiration of the Initial Term. You will then receive an options notice 30 days prior to the expiration of the Initial Term advising you of your renewal options. If you do not respond to the notifications, your service with IDT Energy will continue and this Agreement may automatically rollover to another fixed term ("Renewal Term") or to month-to-month terms, as set forth in the notifications. You will not have to pay an early termination fee if you terminate the Agreement after IDT Energy issues the options notice.
Right of Rescission	You will have 3 business days, following your receipt of the written Disclosure Statement, to rescind your enrollment with IDT Energy. To rescind, contact IDT Energy at 520 Broad St, Newark, New Jersey 07102, 1-877-887-6866, or contactus@idtenergy.com .

PENNSYLVANIA IDT ENERGY ELECTRIC DISCLOSURE STATEMENT – v.10012020

This is an agreement (“Agreement”) for electricity generation supply services, between IDT Energy, LLC (“IDT Energy”) and

«FIRST_NAME» «LAST_NAME» (“Customer” or “you”)
«ADDRESSLINE1» «CITY», «STATE» «ZIP»

BACKGROUND

IDT Energy is licensed by the Pennsylvania Public Utility Commission (the “Commission”) to offer and supply electric generation services in Pennsylvania. IDT Energy’s PUC license number is A-2009-2134623.

Your generation prices and charges will be set by IDT Energy. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC). It will contain the EDC’s charges and IDT Energy’s charges. Your EDC will continue to provide all emergency repairs and services.

Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To do so, you may contact IDT Energy at 520 Broad St, Newark, New Jersey 07102, by phone at 1-877-887-6866, or by email at contactus@idtenergy.com.

DEFINITIONS

Generation Charge - Charge for production of electricity. Transmission Charge - The costs for transporting electricity from the generation source to your EDC.

TERMS OF SERVICE

1. Price. For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying (i) the agreed-upon fixed rate for the electricity, by (ii) the amount of electricity consumed, as determined by the EDC’s actual or estimated meter reads. The fixed rate for electricity, does not include the EDC’s charges and fees.

Fixed Rate Product: If your Contract Summary indicates that you have chosen a Fixed Rate (SmartBudget) electric product, the rate for the electricity supplied pursuant to this Agreement during the Initial Term (defined in your Contract Summary) will be the rate set forth on the Contract Summary. This rate includes Transmission Charges and estimated total state taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. This rate will be effective starting with your first date of service with IDT Energy and will remain fixed for the Initial Term.

2. Length of Agreement. **Fixed Rate Product:** For the Fixed Rate (SmartBudget) product, this Agreement shall commence as of the date Customer’s enrollment with IDT Energy is deemed effective by the EDC, and it shall continue until the conclusion of the Initial Term (defined in your Contract Summary). The Agreement may renew at that juncture as described in the **Renewal Provisions/Agreement Expiration/Change in Terms** section below. In the event such notice is given, the EDC will complete the termination on the next available date in accordance with its rules.

3. Special Terms and Conditions.

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.

Renewable Energy Option: “Renewable” energy refers to energy that is generated from renewable resources, such as solar, wind, water or biomass. If you have chosen to participate in IDT Energy’s Renewable Energy 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.

4. Late Payment and Early Termination Fees. All regular payments are to be made to your EDC. Any unpaid amounts may be subject to late payment charges in accordance with your EDC’s tariff.

Fixed Rate Product: For the Fixed Rate (SmartBudget) product (unless your Contract Summary indicates that this provision is waived), if you terminate the Agreement prior to the end of the Initial Term, or IDT Energy terminates the Agreement prior to the end of the Initial Term due to your breach, you 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 billing cycle, or portion thereof, remaining in the Initial Term. 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 early termination fee described herein is a reasonable estimate of such damages, and such early termination fee constitutes liquidated damages rather than a penalty. (You will not have to pay an early termination fee if you terminate this Agreement after the issuance of the second of the two contract expiration notices described in the **Renewal Provisions/Agreement Expiration/Change in Terms** section below.

5. Cancellation Provisions. Customer may terminate this Agreement by contacting IDT Energy or the EDC. However, see previous Section (4. Late Payment and Early Termination Fees) for details on if/when Customer will be subject an Early Termination Fee. If you fail to meet your obligations under this Agreement, or if there is a material adverse change in your business or financial condition (as determined by IDT Energy in its discretion), then, in addition to any other remedies that it may have, IDT Energy may terminate the Agreement. If IDT Energy terminates the Agreement for any reason other than for your non-payment, IDT Energy will follow applicable rules in providing notice to you. **Non-Payment** – If your electricity service is terminated by your EDC, then this Agreement will be cancelled on the date that your electricity service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. **Customer Move** – If Customer moves from the address listed above, this Agreement is cancelled.

6. Renewal Provisions/Agreement Expiration/Change in Terms. If you have a fixed duration contract that will be ending, or whenever IDT Energy wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not respond to the notices, your service with IDT Energy will continue and this Agreement may automatically rollover to another fixed term (“Renewal Term”) or to month-to-month terms, as set forth in the notices.

7. Dispute Procedures. Contact IDT Energy with any questions concerning the terms of service at 1-877-887-6866. If you are not satisfied after discussing your terms of service with IDT Energy you may call or write to the **Public Utility Commission (PUC), PO Box 3265, Harrisburg, PA 17105-3265, 1.800.692.7380.**

8. Mandatory Arbitration and Class Action Waiver. 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 PUC (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 AN ADMINISTRATIVE OR 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 PITCH 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.

9. Entire Agreement. This Agreement, including the Contract Summary and any attached enrollment form, 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.

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 Commonwealth of Pennsylvania without regard to the conflicts of law provisions thereof.

12. 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.

13. 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 portions 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.

14. 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 of the control of IDT Energy ("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 EDC (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond IDT Energy's control.

15. 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 remedies against IDT Energy, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in the Termination section above. 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 month's preceding the month in which the damage occurred.

16. 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 or place of business, as applicable.

17. CHANGE IN LAW. 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.

18. CONSENT FOR RELEASE OF INFORMATION. IDT Energy may obtain Customer's historic and current billing and usage information from the EDC, and 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 hereby consents to the EDC's release of this information to IDT Energy. This consent will remain in effect for the duration of this Agreement, including the Initial Term and any Renewal Terms thereof. IDT Energy will maintain the confidentiality of Customer's personal information including Customer's name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and federal and State laws.

Contact Information:

Supplier: IDT Energy
PUC License No: A-2009-2134623
520 Broad Street
Newark, New Jersey 07102
1-877-887-6866
www.idtenergy.com

Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, 800-692-7380, www.puc.pa.gov