

America Approved Energy Services Direct, LLC

9405 Cypress Lake Dr. Suite B, Fort Myers, Florida 33919

Phone: (239) 415-0023 Fax: (239) 267-3105 Internet: www.AMAnation.com



Applicant Information Effective 10-1-2010		Independent Consultant Application and Agreement	
Name:		Business Name if Applying As A Business:	
Spouse/Co-Applicant Name:		Email Address:	
SS #: (FEIN If Applying As A Business):		Telephone:	
Mailing Address:		Password (7 digits, at least 1 letter & 1 number)	
City:	State:	Zip Code:	Placement: Left <input type="checkbox"/> Right <input type="checkbox"/>
Sponsor Information		Info Required for Pay Card:	
Name:	I.D. No:	Mother's Maiden Name:	
Email Address:	Telephone:	Date of Birth:	

Assumed Names, Corporations, LLCs, Partnerships, or Trusts -- If your business will be owned by a corporation, limited liability company, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Application and submit it with this Application and Agreement.

Option One: Energy Consultant Success System <input type="checkbox"/> \$219.95 Includes: Virtual back office sales kit, amanation.com & ichoosesavings.com replicated websites, 500 savings dollars, savings dollars website, back office business center, debit pay card, direct sales success guide and compliance training course.	Consultant and Retail Consultant Monthly Program included in option 1 & 2: <i>Option 1: Ongoing licensing, access and support for your amanation.com and ichoosesavings.com websites including back office business center, 125 additional savings dollars each month for \$39.95 plus tax if any. First month for both options is included in the price set forth in the box to the left.</i> <i>Option 2: Ongoing licensing, access and support for your ichoosesavings.com website, 125 savings dollars per month for \$39.95</i> <i>All Consultants are strongly encouraged to have an AAESD web site and back office. The only required purchase is the starter kit and debit pay card, for this option please contact customer support at the number listed below.</i>
Option Two Retail Consultant Success Kit <input type="checkbox"/> \$109.95 Includes: Virtual sales kit, ichoosesavings.com website, savings dollars website, debit pay card and compliance training course. This option does not include the amanation.com website or back office business center. You may upgrade at any time.	My Personal URL Request (EX: http://www.joesmith.amanation.com) http://www.amanation.com 1 st Choice http://www.amanation.com 2 nd Choice http://www.amanation.com 3 rd Choice

Payment Information	
<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express	Card No. _____ Exp Date (MM/YY) _____ CCV Code _____
Name on Card _____	Authorized Signature _____ Date _____
By signing above, I authorize AAESD to charge my credit card for the order indicated on this Application and Agreement. I further authorize AAESD to charge my credit card each month the sum of \$39.95 monthly for the Monthly Purchase program described above. I acknowledge that the option I selected above includes my first monthly purchase. <u>Subsequent monthly purchases will be charged to my card each month on the same day as the date of this application.</u>	

You, the buyer, may cancel this transaction and future monthly purchases at any time prior to midnight of the FIFTH BUSINESS day after the date of this transaction and receive a full refund. You agree that on the 6th business day you have no right to a refund. Monthly program purchases can be cancelled 24 hours before scheduled transaction date, there after no refund is due. See page 2 of this agreement for an explanation of this right.

I have carefully read the terms and conditions of this Application and Agreement, the AAESD Policies and Procedures, and the AAESD Marketing and Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my AAESD independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

Applicant's Signature _____	Date _____	Co-Applicant's Signature _____	Date _____
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By signing above, I certify that the Social Security Number or Federal Tax ID Number entered above is my correct taxpayer identification number. I further certify that I have not been a AAESD Consultant, or a partner, shareholder, or principal of any entity having a AAESD business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Associate Application and Agreement may result in action by AAESD, up to and including termination of this Agreement.

Mail the completed signed original Application and Agreement to: America Approved Energy Service Direct, LLC, Consultant Application Dept., 9405 Cypress Lake Drive, Suite B, Ft. Myers, Florida 33919 or Fax to (239)-267-3105. If Application is faxed, you must fax both the front and back of the Application.

America Approved Energy Services Direct, LLC (AAESD) - Terms and Conditions

1. I understand that as a America Approved Energy Service Direct, LLC ("AAESD") independent contractor:

- I have the right to offer for sale AAESD products and services in accordance with these Terms and Conditions.
- I have the right to enroll persons in AAESD.
- If qualified, I have the right to earn commissions pursuant to the AAESD Compensation Plan.

2. I agree to present the AAESD Marketing and Compensation Plan and AAESD products and services as set forth in official AAESD literature.

3. I agree that as a AAESD Consultant I am an independent contractor, and not an employee, partner, legal representative, or franchisee of AAESD. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF AAESD FOR FEDERAL OR STATE TAX PURPOSES.** AAESD is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I have carefully read and agree to comply with the AAESD Policies and Procedures and the AAESD Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from AAESD. I understand that the AAESD Policies and Procedures and/or the AAESD Marketing and Compensation Plan may be amended at the sole discretion of AAESD, and I agree to abide by all such amendments. Notification of amendments shall be posted on AAESD's website and shall become effective 5 days after publication. The continuation of my AAESD business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). This agreement shall be automatically renewed at no cost on the anniversary date hereof. If this agreement is canceled by You or You are terminated for a violation of any part of this agreement or for violation of the policies and procedures, You understand and acknowledge that You will permanently lose all rights as a Consultant. You shall not be eligible to sell AAESD products and services nor shall You be eligible to receive commissions, bonuses, or other income resulting from the activities of You or Your former downline sales organization. **In the event of cancellation or termination, You waive all rights You have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of you or your former downline organization.** You may cancel this Agreement at any time, and for any reason, upon written notice to AAESD at its principal business address.

6. You may not assign any rights under the Agreement without the prior written consent of AAESD. Any attempt to transfer or assign the Agreement without the express written consent of AAESD renders the Agreement voidable at the option of AAESD and may result in termination of your business.

7. I understand that if I fail to comply with the terms of the Agreement, AAESD may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. AAESD, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release AAESD and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release AAESD and its affiliates from all liability arising from or relating to the promotion or operation of my AAESD business and any activities related to it (e.g., the presentation of AAESD products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify AAESD for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by AAESD at its discretion, constitutes the entire contract between AAESD and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by AAESD of any breach of the Agreement must be in writing and signed by an authorized officer of AAESD. Waiver by AAESD of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. You agree that you shall not, either during the term of this Agreement or for a period of one (1) year following the termination or expiration of this Agreement for whatever reason, directly or indirectly solicit, divert, or take away any then current customers of AAESD or any service provider (ESCO) represented by AAESD that were obtained by You under this Agreement or otherwise.

12. You agree to be personally responsible for the repayment of any funds advanced to you (CAB Advance Clawback) for customer enrollments that drop before the CAB vesting date.

13. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

14. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of a dispute between a Consultant and AAESD arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. AAESD shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Consultant. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Notwithstanding the foregoing, AAESD shall be entitled to bring an action before the State or Federal Courts in Lee County, Florida, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Consultant lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

15. The parties consent to jurisdiction and venue before any federal or state court in Lee County, State of Florida, for purposes of enforcing an award by an arbitrator, an action by AAESD for equitable relief, or any other matter not subject to arbitration.

16. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

17. Montana Residents: A Montana resident may cancel his or her Consultant Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

18. If a Consultant wishes to bring an action against AAESD for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against AAESD for such act or omission. **Consultant waives all claims that any other statute of limitations applies.**

19. I authorize AAESD to use my name, photograph, video, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

20. A faxed copy of the Agreement shall be treated as an original in all respects.

21. I acknowledge that AAESD only sells energy service in certain markets and if I do not reside in an active market, I am joining to sell products and services in the market where I reside or to sell energy service in currently open markets. I acknowledge that AAESD nor my sponsor have made any representations to me as to the dates of opening of any future markets.

NOTICE OF RIGHT TO CANCEL AND REFUND

You may CANCEL this transaction, without any penalty or obligation, within FIVE BUSINESS DAYS from the above date and receive a full refund. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to AAESD, 9405 Cypress Lake Drive, Suite B Ft. Myers, Florida 33919 NOT LATER THAN MIDNIGHT of the FIFTH business day following the date set forth above.

**I HEREBY CANCEL THIS TRANSACTION.
(Only Sign Here If You Want To Cancel)**

Buyer's Signature _____ Date _____

