

**EMEX POWER AFFILIATE PROGRAM  
TERMS AND CONDITIONS**

EMEX, LLC, a Texas limited liability company, doing business as ENERGY MARKET EXCHANGE and EMEX POWER (“EMEX”), desires to secure the services of independent contractors to sell electricity products to commercial and industrial customers in deregulated markets in the United States through EMEX’s website (the “Site”). Independent contractors that are approved by EMEX to participate in its Power Affiliate Program shall be referred to herein as a “Power Affiliate”.

TO BECOME A POWER AFFILIATE AND USE THE SITE, YOU MUST READ, AGREE WITH AND ACCEPT THESE LEGALLY BINDING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU ARE NOT PERMITTED TO USE THE SITE.

These Terms and Conditions become effective immediately upon you being approved as a Power Affiliate and will remain in effect until modified by EMEX pursuant to Section 24 or until terminated by either you or EMEX pursuant to Section 18. Please read these Terms and Conditions carefully.

1. Power Affiliate. The only individuals authorized to use the Site are U.S. Citizens who are at least 21 years of age, residing in the United States, who have submitted application with and been approved by EMEX as a Power Affiliate. By signing these Terms and Conditions, you agree to the following:

a. Independent Contractor. You agree that the services rendered by you as a Power Affiliate in the fulfillment of these Terms and Conditions shall be as an independent contractor and not as an employee. You are not entitled to the benefits provided by EMEX to its employees including, but not limited to, group insurance and participation in EMEX's employee benefit and pension plans.

b. Not an Agent. You are not an agent, partner, or joint venturer of EMEX. You shall not represent yourself to third persons to be anything other than an independent contractor of EMEX.

c. Taxes. It is your responsibility to determine what taxes apply to you as a Power Affiliate. You shall be responsible for payment of all taxes arising out of your activities as a Power Affiliate, including by way of illustration, but not limitation, personal income taxes, social security taxes, unemployment insurance taxes and any other taxes or business license fees as required by applicable law.

2. Application:

a. All applicants to the Power Affiliate Program must complete the online application form including your full name, address, valid phone number(s) and email address. Return completed and signed W9 Form, initialed and signed Terms and Conditions, copy of your driver’s license, and Direct Deposit Form by fax to the EMEX Corporate Office at 1-877-734-2660. Applicant paperwork should not be sent to anyone except EMEX Corporate Office. No digital signatures are permitted. Once approved, you will receive a confirmation of your account and your free personal website. EMEX has the right, in its sole discretion, to approve or reject any application for any reason.

b. Business Entities. A corporation, LLC, or partnership must submit the W9 Form containing Federal Tax ID number, the business name and address as filed with the Secretary of State, and signature of member or partner.

c. Enrolling Affiliates. Once your account has been approved and your website activated, you may refer other Affiliates to apply underneath your Affiliate Structure.

3. Account:

a. Accounts. Only one account is allowed per Power Affiliate and one account per household. Once your Affiliate Referral Fee structure has been established no changes will be permitted.

All accounts require a valid email address and phone number.

EMEX has the right, in its sole discretion, to re-assign or re-designate your account to another Referral Fee structure if EMEX determines there is an attempt to circumvent the Referral Fee structure.

b. Structure. Family members or a Power Affiliate occupying the same household or with the same address are ineligible to be included under the same Referral Fee structure. They can, however, establish their own account.

c. Changes to Personal Information. It is your responsibility to notify EMEX in the event of a change in your personal information, including your email account for purposes of receiving correspondence, notifications and payment from EMEX.

d. Privacy Statement. The information you submit to EMEX will only be used for EMEX business purposes. EMEX will not sell or otherwise disburse your

personal information to third parties for marketing purposes. Your information will be kept confidential, and EMEX will not disclose any information you provide to EMEX other than your affiliate referrer being provided with your name on his/her Affiliate Tracker application.

4. License to Use:

a. Limited License. If you become a Power Affiliate, you will be granted a limited, nonexclusive, nontransferable license to access the Site and its content in accordance with these Terms and Conditions. Your limited license includes a revocable right to access and use certain trade secrets, confidential and proprietary business information, which you shall not infringe. The Site is hosted in the United States and contains information that is currently appropriate for access and use only within the deregulated regions represented by EMEX as set forth on the Site (collectively "Applicable Market"). The Applicable Market will be expanded from time to time and will be listed on the Site.

b. Disclaimer. We make no representation that any materials on the Site are appropriate for use outside of the Applicable Markets. Any references on the Site to specific products or services are applicable only to those available in the Applicable Market, and any product claims and comparisons to other products on the Site applies to the Applicable Market only. Any and all use of the Site is subject to these Terms and Conditions.

5. Marketing Guidelines: The Public Utilities Commissions and other governing authorities in the Applicable Markets have very strict marketing, advertising and licensing laws and regulations to ensure customer protection and regulate the sale of electricity within such Applicable Market. As a Power Affiliate you are an independent contractor, in business for yourself and liable for any marketing guideline violations. As a Power Affiliate, you agree to comply with the following marketing guidelines:

a. You must not contact businesses that have been removed from a National, a state, or any other "Do Not Call List".

b. You must not claim to represent any Transmission and Distribution Service Provider ("TDSP"), Local Distribution Company ("LDC"), or claim that switching is required to maintain service through any TDSP.

c. You must not contact businesses using any methods considered "spamming". This includes the

mass faxing, emailing, or automated phone calling of businesses or households for any reason.

d. All Letters of Authorization must be signed by the customer.

e. All online contracts must be signed by the customer, including renewals.

f. You must not alter any EMEX or Retail Electric Provider ("REP") / Energy Service Company ("ESCO") documents.

g. A copy of the customer agreement by and between the customer and REP must be provided to the customer.

h. You shall not engage in any fraudulent, unfair, misleading, deceptive, anticompetitive, false, unethical or unlawful acts, practices or conduct, including during the marketing, solicitation or sale of electric service.

i. You shall not make promises or use testimonials in a misleading, deceptive or false manner.

j. The offer of products or services must be accurate and truthful as to price, grade, quality, value and availability and in all other respects.

k. You shall not make misleading comparisons of any products or services. You shall at all times truthfully identify the nature of EMEX's products and services, and the reason for the solicitation.

l. You shall not conduct your business in any manner that results in or may result in complaints, disputes, claims, penalties or liability to EMEX or any third party.

m. You shall take all appropriate steps to safeguard the protection of information provided by a customer, a prospective customer or any other Power Affiliate.

n. You shall not discriminate against any customer for any reason.

o. You shall not violate any applicable law, statute, ordinance or regulation as a Power Affiliate.

**ALL OF YOUR MARKETING, ADVERTISING AND SELLING MATERIALS MUST BE APPROVED BY EMEX IN WRITING PRIOR TO USE. This includes but is not limited to websites, flyers, brochures, email campaigns, advertisements, training material, and business cards. Failure**

**to obtain prior approval will result in immediate account termination without notice and loss of all commissions.**

**p. No Power Affiliate websites, URL/domain names or email addresses may use the EMEX name or logo without EMEX's prior written approval. All independently created websites made for the purpose of soliciting your EMEX Power business must state clearly on the Home Page "This site is hosted by an Independent EMEX Affiliate".**

**q. You shall not copy, reproduce, republish, download, post, display or distribute material from the Site without EMEX's prior written approval.**

**r. Power Affiliates are allowed to use pay-per-click advertising methods (i.e. Google Ad-words). Power Affiliates may not use traffic exchanges or ad-referral services where the Power Affiliate receives payment or other incentives for advertising clicks.**

s. For pre-approvals of any of the above items, email EMEX at admin@emexpower.com and allow up to five (5) business days to receive a response.

t. Your EMEX Power Affiliate website may not be used for any other purpose unrelated to offering electricity or recruiting Affiliates for EMEX Power.

6. Commission and Referrals: EMEX will pay a commission (each a "Commission") to an approved Power Affiliate whose client enters into a customer agreement with a REP or ESCO (when fully executed and accepted, each a "Customer Agreement").

a. Commission. EMEX shall pay you a Commission equal to \$0.002 per kWh (2 mils) that is generated for each Customer Agreement which you originate.

b. Referral Fee. EMEX will also pay you a referral fee based upon the following tier-based referral program (each a "Referral Fee"), as follows:

i. EMEX shall pay you a Referral Fee equal to 25% of the Commission that is generated from each Customer Agreement originated by your Tier 1 Referred Affiliate. A "Tier 1 Referred Affiliate" shall mean an approved Power Affiliate that is referred to EMEX through your website.

ii. EMEX shall pay you a Referral Fee equal to 12% of the Commission from each Customer Agreement originated by your Tier 2 Referred Affiliate. A "Tier 2 Referred Affiliate" shall mean an

approved Power Affiliate that is referred to EMEX through your Tier 1 Referred Affiliate's website.

iii. EMEX shall pay you a Referral Fee equal to 9% of the Commission from each Customer Agreement originated by your Tier 3 Referred Affiliate. A "Tier 3 Referred Affiliate" shall mean an approved Power Affiliate that is referred to EMEX through your Tier 2 Referred Affiliate's website.

iv. EMEX shall pay you a Referral Fee equal to 6% of the Commission from each Customer Agreement originated by your Tier 4 Referred Affiliate. A "Tier 4 Referred Affiliate" shall mean an approved Power Affiliate that is referred to EMEX through your Tier 3 Referred Affiliate's website.

v. EMEX shall pay you a Referral Fee equal to 4.5% of the Commission from each Customer Agreement originated by your Tier 5 Referred Affiliate. A "Tier 5 Referred Affiliate" shall mean an approved Power Affiliate that is referred to EMEX through your Tier 4 Referred Affiliate's website.

vi. EMEX shall pay you a Referral Fee equal to 3% of the Commission from each Customer Agreement originated by your Tier 6 Referred Affiliate. A "Tier 6 Referred Affiliate" shall mean an approved Power Affiliate that is referred to EMEX through your Tier 5 Referred Affiliate's website.

vii. EMEX shall pay you a Referral Fee equal to 1.5% of the Commission from each Customer Agreement originated by your Tier 7 Referred Affiliate. A "Tier 7 Referred Affiliate" shall mean an approved Power Affiliate that is referred to EMEX through your Tier 6 Referred Affiliate's website.

7. Payment: Pursuant to the terms of this Section 7, EMEX shall pay you any earned Commissions and Referral Fees in the calendar month following EMEX's receipt of payment from the REP /ESCO with respect to the applicable Customer Agreement as long as EMEX Power Affiliate Terms and Conditions have been met and all required documentation has been returned and accepted. Some REPs / ESCOs allow for accelerated annual payment of commissions, while others pay on a residual basis only. If an accelerated payment is applicable, you can choose to receive the accelerated payment which will be discounted by fifteen percent (15%). No discount will apply for residual payments.

**Payment preference (circle one):**

**Residual      Upfront**

a. Uncollectible and Late Payment Accounts. EMEX shall have the right, in its sole discretion, to classify any Customer Agreement as uncollectible. In the event that any of your Customer Agreements are classified as uncollectible, EMEX shall have the right to make a proportionate adjustment to the Commission previously paid to you with respect to such Customer Agreement and you shall pay EMEX such amount as provided in Section 7.e. If an account exceeds 60 days past due, EMEX reserves the right to withhold or offset from a Power Affiliate any earned Commissions or Referral Fees against such past due account.

b. Reconciliations. From time to time, a REP / ESCO will perform a reconciliation of a Customer Agreement to determine whether such customer used more or less of the electricity estimated in such Customer Agreement. To the extent an REP/ESCO adjusts the commission paid to EMEX for your Customer Agreement, then EMEX shall have the right to make a proportionate adjustment to the Commission previously paid to you with respect to such Customer Agreement and you shall pay EMEX such amount as provided in Section 7.e. By way of example, if as a result of a reconciliation, the commission paid by the REP/ESCO to EMEX with respect to your Customer Agreement is reduced by 20%, then you shall pay EMEX 20% of the Commission previously paid to you with respect to such Customer Agreement. To the extent a reconciliation results in an increased commission payment to EMEX, EMEX shall pay you your proportion of such increased commission in accordance with Section 7. If EMEX, in its sole discretion, disputes any reconciliation adjustments by the REP and it is subsequently reimbursed for any commission amounts that were incorrectly “charged back” by the REP/ESCO, then EMEX shall pay you your proportionate share of such returned commission in accordance with Section 7.

c. Cancelled Customer Agreements. From time to time, certain Customer Agreements may be cancelled or terminated prior to their stated expiration date. In such an event, and if the REP/ESCO seeks repayment of the commission paid to EMEX for the unused portion of your Customer Agreement’s term, then you shall pay to EMEX such portion of the Commission previously paid to you for such cancelled or terminated Customer Agreement.

d. Other Adjustments. In addition to the foregoing, if from time to time a REP/ESCO adjusts any commissions paid to EMEX for your Customer Agreement, EMEX shall have the right to make a proportionate adjustment to the Commission paid by EMEX to you for such Customer Agreement.

e. Payments to EMEX and Right of Offset. If as a result of the adjustments provided in Sections 7.a.-d. you owe EMEX money, you shall pay such amount to EMEX within ten (10) days after receipt of notice thereof. Notwithstanding anything to the contrary contained herein, EMEX has the right to offset any amounts owed by you to EMEX as a result of Sections 7.a.-d. from any Commissions or Referral Fees owed to you.

The provisions of this Section 7 shall survive the termination of your status as a Power Affiliate, except as otherwise provided in Section 17.

8. Amendment of Terms and Conditions: EMEX may amend these Terms and Condition at any time by posting them on the Site, in which case the amended Terms and Conditions will supersede and replace any previous terms. You will be deemed to have read and agreed to the amended terms and conditions when posted to the Site.

9. Improvements and Access: EMEX has the right at any time to change, modify, correct or discontinue any content, features or services related to the Site, without notice, in its sole discretion, and to suspend or deny access thereto to you or any other person for any reason whatsoever at any time without notice.

10. Confidentiality of EMEX’s Business:

a. Confidential Information. You acknowledge that EMEX’s business is highly competitive and its books, records and documents, strategy, technical and commercial information concerning its projects, products, equipment, services and processes, procurement procedures and pricing techniques, and the names of and other information (such as credit and financial data) concerning its customers and business affiliates, all comprise confidential business information and trade secrets of EMEX (collectively “Confidential Information”) which are valuable, special and unique proprietary assets of EMEX. You further acknowledge that protection of the Confidential Information against unauthorized disclosure and use is of critical importance to EMEX in maintaining its competitive position. Accordingly, you hereby agree that you will not, at any time, make any disclosure of any Confidential Information, or make any use thereof, except for the benefit of, and on behalf of, EMEX and only with EMEX’s prior consent. Violation of this Section 10.a. shall result in the immediate termination of your status as a Power Affiliate and forfeiture of all of your future Commissions or Referral Fees. However, your obligation under this Section 10.a. shall not extend to information which is or becomes part of the public domain or is available to the public by

publication or otherwise, other than through any Power Affiliate or their agents.

b. Terms Survive Termination. The provisions of this Section 10 shall survive for a period of two (2) years after termination of your status as a Power Affiliate. Money damages would not be sufficient remedy for any breach of this Section 10 by you, and EMEX shall be entitled to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Section 10, but shall be in addition to all remedies available at law or in equity to EMEX including the recovery of damages from you.

#### 11. EMEX Intellectual Property:

a. EMEX Trade Marks. EMEX's company names, logos, websites, URL's and all other trademarks and service marks, unless otherwise noted, are unregistered or registered trademarks and trade dress of EMEX and its affiliates (collectively "Trade Marks"). All of the Site's page headers, custom graphics, button icons, and scripts are services marks, trademarks, and/or trade dress of EMEX.

b. Copyright Components. The Site and its design, content, selection and arrangement of elements, organization, graphics, compilation and all other components related to the Site (collectively "Copyrighted Components") are protected under applicable copyright laws. EMEX's subsequent modification in any way of the Site shall not be construed as a waiver of EMEX's copyrights in any component or element of the Site as it exists now or after modification.

c. Site. **You are prohibited from using, copying, reproducing, downloading, posting, displaying, transmitting, distributing, altering or changing any of the Trade Marks or Copyrighted Components from the Site or other materials unless expressly permitted by EMEX. Unauthorized use of Materials contained on EMEX or Energy Market Exchange website is expressly prohibited by law, and may result in civil or criminal penalties.** You are also prohibited from using the Trade Marks or Copyrighted Components in a manner that is disparaging to EMEX or displaying them in a way that implies EMEX's sponsorship or endorsement without EMEX's prior written consent. All right, title and interest in and to the Site and any content thereon is the exclusive property of EMEX. The provisions of this Section 10.c. survive

the termination of your status as a Power Affiliate.

d. Your Website. Your website or URL/domain name and content is subject to EMEX's prior written approval, and may not contain the use of the name "EMEX", "Energy Market Exchange", "EMEX Power" or existing business names (unless you are the owner of said business).

12. Disclaimer of Warranties: TO THE EXTENT LEGALLY PERMITTED, EMEX EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE OR OTHERWISE AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, CORRECTNESS, RELIABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THE SITE OR ITS CONTENT AND SERVICES, OR THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT IS FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS TO EQUIPMENT OR SOFTWARE. EMEX IS NOT RESPONSIBLE FOR ANY LOSS YOU MAY INCUR RELATED TO USE OF THE SITE OR AS A POWER AFFILIATE (OTHER THAN ACTUAL DAMAGES) INCLUDING ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR YOUR ACTIVITIES AS A POWER AFFILIATE EVEN IF YOU ADVISE EMEX THAT IT COULD REASONABLY FORESEE THE POSSIBILITY OF ANY SUCH DAMAGE OCCURRING.

#### 13. Dispute Resolution:

a. Governing Law. These Terms and Conditions are governed by the laws of Texas.

b. Arbitration. In the event a dispute or claim, you agree to submit the dispute or claim to binding arbitration conducted before a neutral arbitrator in Houston, Harris County, Texas for resolution in accordance with the American Arbitration Association rules of arbitration, the cost of which shall be born equally by both parties.

14. Release: In the event you have a dispute with another Power Affiliate, you hereby release EMEX , and its officers, members, managers, agents, subsidiaries, joint ventures and employees, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any such dispute.

15. Indemnification: In the event you make or initiate a claim or demand directly or through any third party against EMEX, which arises out of your breach of these Terms and Conditions, or your violation of any law or the rights of a third party, then you agree to indemnify and hold EMEX harmless from any claim or demand against EMEX, and its officers, members, managers, agents and employees.

16. Notices: All notices required or permitted by the terms hereof shall be sent by certified mail to the following address:

EMEX, LLC  
2825 Wilcrest Dr. Suite 656  
Houston, Texas 77042

17. Violation of these Terms and Conditions: If you engage in behavior in breach or violation of these Terms and Conditions, or attempted circumvention of EMEX policies, EMEX may immediately AND permanently terminate your status as a Power Affiliate, revoke your limited license to use the Site and prohibit you from further use of the Site.

18. Termination:

a. Your Right. You may terminate your status as a Power Affiliate for any reason at any time by giving written notice to EMEX.

b. Inactivity. If your account has no activity for a period of six (6) months, EMEX reserves the right to deactivate your EMEX Power website. If your status as a Power Affiliate is terminated in accordance with either Sections 18.a. or b., EMEX shall pay you all earned commissions for your own direct sales in accordance with Section 7.

**c. Circumvention. Attempted circumvention of EMEX Terms and Conditions and policies will result in EMEX Affiliate Account being immediately and permanently terminated and all commissions will be forfeited.**

d. Breach. If you fail to perform any one or more of your duties and responsibilities under these Terms and Conditions or commit any other breach thereof, EMEX may terminate your status as a Power Affiliate at any time without any notice.

e. Standard of Performance. If you commit an act of fraud, intentional misrepresentation, criminal act (other than a minor traffic violation), or any event of misconduct that EMEX, in its sole discretion, determines that your credibility and reputation no longer conform to the standard of a Power Affiliate,

EMEX may terminate your status as a Power Affiliate at any time without any notice. Falsification of Power Affiliate or customer information will be deemed a breach of EMEX Terms and Conditions and will result in account denial or cancellation.

f. Payment after Termination. If your status as a Power Affiliate is terminated in accordance with either Sections 18.a. or b., EMEX shall pay you any earned Commissions or Referral Fees in accordance with Section 7. If your status as a Power Affiliate is terminated in accordance with either Sections 17 or 18.c, you forfeit your rights to payment of any earned Commissions and Referral Fees.

19. Illinois Marketing Guidelines: If you are offering services in Illinois, in addition to the marketing guidelines set forth in Section 4 you must comply with these additional marketing guidelines:

a. Ensure that each customer receives and signs the EMEX "Disclosure Statement Pursuant to Section 454.90 of the Illinois Administrative Code", prior to entering into the contract.

b. Not hold yourself out as independent or unaffiliated with any retail electricity supplier, or both, or use words calculated to give that impression.

c. Not utilize false, misleading, materially inaccurate, defamatory or otherwise deceptive language or materials in the soliciting or providing of your services.

d. Maintain copies of all marketing materials disseminated to third parties for a period of not less than three (3) years.

e. Not present electricity pricing information in a manner that favors one supplier over another, unless a valid pricing comparison is made utilizing all relevant costs and terms.

f. Comply with the requirements of Sections 2EE, 2FF, 2GG and 2HH of the Consumer Fraud and Deceptive Business Practices Act, which protect customers, including customers over 60 years of age and disabled customers, and requires that any advertisement for electric service that lists rates clearly and conspicuously disclose all associated costs for such service including, but not limited to, access fees and services fees.

g. Preserve the confidentiality of your customer's data.

20. Brokers: When offering electricity service for a customer through EMEX, you may not offer electricity service for the same customer through any other channel.

21. Pennsylvania Exclusivity: The Pennsylvania PUC only allows you to offer electricity under only one Brokerage firm or Retail Energy Supplier's license. A Power Affiliate cannot offer electricity service with any other entity, broker or Supplier unless you have your own license from the Pennsylvania PUC.

22. Waiver: Failure of EMEX at any time to require performance by you of any provision hereof shall in no way affect the right of EMEX hereafter to enforce the same. Nor shall any waiver by EMEX of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of this provision itself. You shall not plead or set up as a defense to enforcement of the Terms and Conditions, laches or any statute of limitations.

23. Severability: It is the desire and intent of the parties that the terms, provisions and covenants contained in these Terms and Conditions shall be enforceable to the fullest extent permitted by law. If any such term, provision or covenant or the application thereof to any person or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision or covenant shall be construed in a manner as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of these Terms and Conditions or the application thereof to any person or circumstances, other than those to which they have been held invalid or unenforceable, shall remain in full force and effect.

24. Successors and Assigns: These Terms and Conditions shall be binding upon and shall inure to the benefit of any person, corporation or entity which may hereafter acquire or succeed to all or substantially all of the business or assets of EMEX by purchase, merger, consolidation or by any other means whatsoever, whether direct or indirect. These Terms and Conditions are personal to you and may not be assigned or otherwise transferred by you without the prior written consent of EMEX.

25. Entire Agreement: These Terms and Conditions modify and supersede all other preceding agreements between you and EMEX and constitute your entire agreement with EMEX regarding your performance of services as a Power Affiliate for EMEX.

**ALL OF YOUR MARKETING, ADVERTISING AND SELLING MATERIALS MUST BE APPROVED BY EMEX IN WRITING PRIOR TO USE. This includes but is not limited to websites, flyers, brochures, email campaigns, advertisements, training material, and business cards. Failure to obtain prior approval will result in immediate account termination without notice and loss of all commissions.**

**I AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.**

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_