

## North American Power Independent Representative Agreement

In accordance with the terms and conditions contained herein, I hereby submit my Application and Agreement (the "Agreement") to become an Independent Representative (hereinafter a "Rep") with North American Power (hereinafter the "Company"), and hereby state and agree as follows:

1. I am 18 years old and of legal age and consent to enter into this Agreement. This Agreement becomes effective on the date received, signed by the Applicant (including electronic signature), and accepted by the Company at its offices with a mailing address of 20 Glover Avenue, Norwalk, CT 06851.
2. I represent and warrant that I have the right and ability to enter into this Agreement and to become a Rep and that by doing so I will not be in violation of a) any obligation that I may owe to any other person or entity; or b) any currently enforceable contract or agreement that I may have entered into with any other person or entity.
3. Upon the acceptance of this Application. I understand I will become a Rep of the Company and will be eligible to participate in the referral of the Company's products and services to customers and receive commissions and/or bonuses as set forth in Company's Compensation Plan and this Agreement.
4. I understand that as a Rep I am an independent contractor, not an agent, employee, or franchisee of the Company. I further understand and agree that I will not be treated as an employee with respect to such services, for federal or state tax purposes, nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, and Federal Insurance Contributions Act, the Social Security Act, and State Unemployment Act, or State Employment Security Act. I understand and agree that I am solely responsible for and will pay all applicable federal and state income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees, which may become due as a result of my activities under this Agreement.
5. I further certify that neither the Company nor my sponsor have made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a Rep. I understand that my success as a Rep comes from the referral of the Company's products and services to customers and the development of a referral network. I understand and agree that I will make no statements, disclosures or representations in connection with the referral of the Company's services or products or in the recruitment, referral or sponsoring of other prospective Reps, other than those contained in approved Company literature.
6. I understand that I am not required to make any purchase in order to become a Rep. If I decide not to continue as a Rep, I may submit my written resignation (including electronically). Doing so automatically terminates this Agreement. The term of this Agreement is (1) year (subject to prior termination as provided herein and in the Company's Policies and Procedures). I understand that I must apply for and renew this Agreement annually. The annual renewal process is mandatory and is set forth in the Policies and Procedures of the Company.
7. In the event that I breach any part of this Agreement, I agree that the Company may terminate this Agreement or impose disciplinary action on me that may include but is not limited to, forfeiture of bonuses, forfeiture of unearned/earned ranks and commissions, and/or loss of all or part of my downline marketing organization pursuant to its Policies and Procedures. If this Agreement is terminated, I will forever lose my right as a Rep, including any right to compensation pursuant to the Company's Compensation Plan and to my downline referral organization. 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. I agree that the Company may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to it.

8. Except as provided below for Louisiana residents, I understand that this Agreement is governed by the laws of the State of Connecticut, without regard to principles of conflicts of laws, and the parties agree that proper jurisdiction and venue shall be in Fairfield County, Connecticut and be binding upon the successors and assigns of both parties. Notwithstanding the foregoing, if I am a Louisiana resident I understand that I may bring an action against the Company with jurisdiction and venue as provided by Louisiana law and subject to Louisiana law.

9. I understand that as a Rep, I have no authority to bind the Company to any obligations and may not use the Company name in any form of reservations, purchases, or other business transactions. The Company, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), and any provider of retail natural gas and/or electricity ("Retail Provider") shall not be liable for, and I release the Company, its affiliates and Retail Providers from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release the Company, its affiliates and Retail Providers from all liability arising from or relating to my promotion or operation of my independent North American Power business and any activities related to it (e.g., the presentation of the Company's services or Marketing and Compensation, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify the Company for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

10. I understand that federal and state agencies do not approve or endorse direct marketing or network referral programs. Therefore, I agree that I will not represent that the Company, its services or program have been approved or endorsed by any governmental agency or program.

- A. I agree that I will, at all times, abide by all applicable federal, state and local laws and regulations regarding the referral of the Company's products and services, including but not limited to avoiding the illegal practices commonly referred as "slamming" (switching of a customer's public utility without his or her authorization) or "cramming" (the addition of unauthorized charges to a customer's bill). The Company will not tolerate any conduct in violation of any applicable federal, state or local law or regulation, including, but not limited to slamming or cramming.
- B. I agree to indemnify, defend and hold harmless the Company and the Retail Provider against any and all fines, penalties or direct costs that may be assessed against the Company and/or the Retail Provider by any Public Utility Commission or other regulatory agency arising out of or related to my unlawful or unauthorized actions or conduct in the solicitation of residential electricity and natural gas accounts.
- C. I acknowledge that I have been advised that the fines that may be assessed by a state Public Utility Commission or other regulatory agency against any individual or organization engaging in the conduct of slamming or cramming can be excess of \$10,000 for the first offense and \$25,000 for a second offense and that said fines and penalties will be assessed on a daily basis for each day that the practice occurred.

11. I will perform all services on behalf of the Company in a good and workmanlike manner, in accordance with the highest industry standards. I will not engage in any dishonest, fraudulent or deceitful conduct in attempting to refer the Company's products and services to customers. Any such conduct will not be tolerated or permitted by the Company and will be grounds for termination of this Agreement. I will further maintain accurate records relating to my efforts to sell the products and services marketed by the Company.

12. I will not knowingly: 1) submit a false or inaccurate Application; 2) engage in any conduct or activity that could reasonably be constructed as “slamming,” or “cramming”, as defined herein; 3) solicit customers via door-to-door and/or cold-call telemarketing; and 4) conduct myself in any manner which violates or is inconsistent with any federal, state and local laws, regulations or the provisions of applicable state deregulated energy programs.

13. I will not prepare, use or distribute any material, forms or literature relating to any products or services sold by the Company, including but not limited to the referral of the Company’s products and services except those approved or distributed by the Company. I must attend and certify my attendance at all required training programs (online or otherwise) relating to the products and services sold by the company prior to commencing any referral efforts of the products and services sold by the Company and in order to earn commissions and other payments if applicable.

14. I will not disclose to any third party, person or entity the names, addresses, phone numbers or any other information concerning customers obtained by or through my activities in referring the products and services sold by the Company. Furthermore, I understand and agree that the customers I refer as a Rep on behalf of the Company are deemed to be the customers of the Company and that they are not considered to be my customers.

15. I will not contact any customer listed on any state or Public Utility Commission “do not contact” list or on any similar list maintained by any company under agreement with the Company. I hereby acknowledge and agree to fully explain the three (3) day cancelation policy of this Agreement, as well as any mandatory cancelation and/or rescission policy applicable to any Company product and/or service, to each prospective Company customer prior to referring said product and/or service to such prospective customer. I will maintain a log of any verbal or written complaints submitted to me regarding the products or services sold by the Company or my conduct as a Rep. The failure to maintain and turn over to the Company any of the foregoing information within three (3) days, upon request by Company, may constitute ground for termination.

16. I understand and agree that this Agreement, including the Company’s Policies and Procedures and Compensation Plan, as same may be amended at Company’s sole discretion from time to time, both of which are incorporated into and made part of these Terms and Conditions (these three documents shall collectively be referred to as the “Independent Representative Agreement”) constitute the entire Agreement between myself and the Company and that no other additional promises, statements, representations, guarantees or agreements of any kind shall be valid unless in writing. I have read this Agreement, including the Policies and Procedures and Compensation Plan, and I acknowledge receiving a copy of all documents referred to and agree to abide by and bound by the terms contained therein. Compliance with the terms of the Independent Representative Agreement is strictly required. Failure to follow all procedures, policies and regulations contained in the Independent Representative Agreement may result in disciplinary action as set forth at paragraph 6 above.

17. I have had the opportunity to carefully review this Agreement and ask an authorized representative of the Company any questions that I may have regarding the Company, its products and services, Policies and Procedures, marketing guidelines and Compensation Plan. I further have had the opportunity to have this Agreement reviewed by legal counsel of my own choosing. During the initial term and all renewal terms of this Agreement, I agree that I will not:

- A. provide services similar to those services provided to North American Power pursuant to this Agreement to any other person or entity that is in the same or similar business as North American Power or its affiliates; or

- B. directly or indirectly solicit pricing information or service commitments from anyone which North American Power or its affiliates has acquired (i.e. enrolled as a customer) during the term of this Agreement; or
- C. directly or indirectly discourage or otherwise attempt to prevent any person from doing business with North American Power; or
- D. directly or indirectly disparage or defame, by any means, the Company, its business, products or services, or any of Company's owners, officers, directors, management, employees or other Reps.

18. Independent Representatives specifically agree that I will not solicit, recruit, enroll or refer, for my own benefit or for the benefit of any other individual or entity, any of Company's Customers or other Independent Representatives of North American Power for any purpose during the initial term and all renewal terms of this agreement and for a period of one (1) year thereafter.

19. I understand that becoming a customer of North American Power is not required to participate as a Rep. I understand that I am not required to make any purchase or pay any fee in order to become a Rep or to remain as a Rep. If I switch from my current electricity and/or natural gas supplier to North American Power or if I purchase the American Wind product(s) from North American Power, I acknowledge that I am not required to do so in order to participate as a North American Power Rep and that any such actions/purchases are optional.

20. I understand that I may cancel this transaction, without any penalty or obligation, for a full refund (if applicable), within three (3) days from the date of receipt of the agreement by North American Power, unless otherwise specified under the laws of the state in which I reside or any other applicable jurisdiction. If I cancel, I must return, at my own expense, any literature or materials I have received to North American Power at the address listed above. To cancel, the request must be in writing (including electronically) unless otherwise prescribed by applicable law.

21. I hereby agree to represent the Company's Compensation Plan accurately and completely and that no purchases of products or services are required at any level to be a Rep. I understand that I will not receive any compensation whatsoever for the act of sponsoring or recruiting other Reps, and that I will only be compensated for successfully referring the Company's products and services to retail customers who must legally and successfully complete the enrollment process *and* remain a customer of Company. No earnings are guaranteed from participation in the Compensation plan or simply by being a Rep. I agree that I will not make any representation about the actual, potential, or expected earnings of any Rep or the Company.

22. I understand that as a Rep I am not guaranteed any income, nor am I assured any profit or success. I understand the Compensation Plan and that I can only make commissions upon the successful referral of the Company's products and services. In the case of residential and commercial electricity and/or natural gas accounts, successful enrollment and retention of the accounts is required prior to payments being made to the Independent Representative. I further understand that I will be free to set my own hours and determine my own location and methods of selling, within the guidelines and requirements of this agreement and the approved policies and guidelines of the company.

23. I understand and agree that my remuneration will consist solely of commissions and/or bonuses, relating to the successful referral of the Company's products and services. I understand that those customers must enroll and remain active electricity and/or natural gas customers of the Company as a condition of the Company paying any commissions, bonuses and other payments.

24. I hereby agree that I will not refer any of Company's products or services under any other name or label than those approved by the Company. I further agree to refrain from producing, selling and using, for the purposes of referring, promoting, or describing the Company's products or services, Compensation Plan, or other programs, any written recorded or other materials that have not been approved or provided by the Company.

25. I understand and agree that the Company, in order to maintain a viable marketing system, may make amendments to these Terms and Conditions, the Policies and Procedures, marketing guidelines and Compensation Plan, Company literature, and product/service prices and I agree to be bound by such amendments. Notification of amendments shall be posted on the Company website or may be published through written or e-mail notification from the Company. Amendments to product or service prices shall become effective upon such publication. Amendments to the Terms and Conditions, Policies and Procedures, or Compensation Plan shall become effective no less than 30 days after such publication, but shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my North American Power business or my acceptance of bonuses or commissions shall constitute my unconditional agreement and acceptance of any and all amendments.

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

27. 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.

28. I understand and agree that because of the personal nature of this Agreement, it may not be transferred or otherwise assigned without the prior written consent of the Company. Once a Rep Agreement is received and processed by the Company, up line sponsorship and placement are set.

