

Fresco Air Purifiers

(FrescoHealth.com products)

Dealer Application & Agreement

All applicants must apply and submit a resale certificate. If information and supporting documents are missing your application will not be processed.

Applicant Name:

Title:

Business Name (if applicable):

Primary Phone:

Fax #:

Resale #

Primary Email:

Website:

EIN#:

Projected Annual Sales:

Billing Address

City

State

Zip

Shipping Address

City

State

Zip

Description of Business, past sales experience. (Give as much detail as possible.)

Do you have a store front?

Address:

Preferred payment type:

Credit /Debit Card []

Check or money order []

PayPal []

Return via email (rita@dropyourenergybill.com) or fax 866.869.0367

I/We ("Reseller") affirms that the information provided above is accurate. Reseller agrees to the terms and conditions herein. Reseller agrees to resell Fresco Health products to consumers and to represent Fresco Health in a professional businesslike manner. Reseller will adhere to and comply with Fresco Health Dealer Agreement attached herein.

Reseller will not sell or advertise Fresco Health products to or through online resellers such as Amazon, Ebay, Jet.com or other web- based resellers of any kind. Reseller agrees to pay Fresco Health \$50,000 for violation of this clause.

Reseller will not sell or otherwise transfer or drop-ship Fresco Health products to any of its dealers, other entities or people if such products are to be listed for sale through online resellers as indicated herein. Reseller agrees that selling in locations other than authorized locations will cause damage to Fresco Health in an amount that cannot be determined at this time but agrees to pay for said damages (including attorney's fees) that result from Reseller's failure to comply with the requirements herein. Reseller further agrees that Fresco Health may immediately suspend reseller status until the appropriate corrections are made and/or immediately terminate this agreement in its entirety.

DAMAGES AND WARRANTY Reseller will inspect all shipments for damages within 10 days of arrival at final destination and will request an RMA (Return Merchandise Authorization) if necessary for any damages. No RMA's will be accepted after that date for damaged goods. If no RMA is requested during the 10-day timeframe, Fresco Health will deem the goods to have been accepted as satisfactory or in good selling condition. ***Reseller will send photos of damaged goods to Fresco Health with the return or credit request. If no photos of damage are provided, no RMA will be issued.*** At the time of RMA, Fresco Health will issue a call tag to reseller, if call tag is not used to return the products to Fresco Health within 10 business days, the call tag will be voided and products will not be applicable for a credit or replacement. Fresco Health does not accept returns for expiration dates beyond 30 days from receipt of goods. If reseller is unable to sell products prior to their expiration date, Reseller will not be entitled to a refund. Goods damaged by opening boxes with box cutters or other types of damages caused by Reseller will not be returnable. If products are returned for reasons other than acceptable reasons stated herein, a restocking fee of 25%-100% will apply at Fresco Health's sole discretion.

Fresco Health may freely assign this agreement. This agreement will be governed by the laws of the State of Tennessee, without regard to its choice of law provisions, and any disputes arising under this agreement shall be filed in the appropriate court in the county of Sevier. Any notices pertaining to this agreement shall be delivered to the addresses of Fresco Health and Reseller as listed herein. Either party may terminate this agreement with 30 days advance written notice to the other party, except in the case of Fresco Health's right to terminate this agreement as set forth above, in which case no advanced notice is required.

This agreement and its attachments constitute the only agreement between Fresco Health & Reseller pertaining to the subject matter herein. The parties hereby agree to these terms and conditions.

Acknowledged By:

Signature:

Date:

Each participant in the dealer program offered by Energy Source Home Solutions (the "Program Operator") at www.FrescoHealth.com or www.DropYourEnergyBill.com (the "website") expressly agrees to this dealer agreement.

NOTICE: Please read this agreement carefully. Unless you expressly agree and consent to this agreement, you may NOT participate in the dealer program. By participating in the dealer program, you are agreeing to comply with and be legally bound by the terms and conditions of this contract. If you do not agree to all of the terms of this agreement, please do not register for the dealer program.

This agreement incorporates the Program Operator's Terms and Conditions of Use (located on this website) herein as if it were set forth in full.

Throughout this agreement, "dealer program" refers to the dealer program operated by the Program Operator in part for the website.

DEALERS

Each dealer is an independent contractor of the Program Operator and not an employee. Nothing herein is intended to create an employer/employee relationship.

COMMISSIONS & REFERRAL FEES

Whenever someone orders through you, the dealer, you are credited with a commission fee. You do not earn a referral fee for any other dealer's registration. The commission/referral fee amount varies from product, service or opportunity.

Before any dealer may be sent a commission check, the dealer must submit to the Dealer Application (above). These documents shall be faxed to the Program Operator as per the instructions sent in your "Welcome, dealer" email. You will not receive any payment of commission/referral fees until such time as you submit the required documentation to the Program Operator.

Commissions on products and services are paid at the ____% rates as discussed herein. The Program Operator strives to pay similar rates on further products, services, and opportunities, but reserves the right to pay a different scale if necessary.

INCOME TAX LIABILITIES

Each dealer acts as an independent contractor and as such is responsible for any or all United States, state, or foreign income taxes and any other tax liabilities that affect or concern the sales of the products or services, in your state or location. The Program Operator does so pursuant to the United States Internal Revenue Service laws (also known as the United States Tax Code) and other applicable laws. It is the dealer's sole responsibility, and not the responsibility of the Program Operator, to take any steps necessary to recover these sums under the Tax Code and other applicable laws.

EMBARGOED NATIONS & SPECIALLY DESIGNATED NATIONALS

The United States controls the export of products and information. Each dealer agrees to comply with such restrictions and to not export or re-export the materials (including software) to countries or persons prohibited under the export control laws. By becoming a dealer, you are agreeing that you are not in a country where such export is prohibited or are not a person or entity to which export is prohibited. You are responsible for compliance with the laws of your local jurisdiction with regard to the import, export, or re-export of the materials (including software).

Each dealer is responsible for compliance with all applicable U.S. laws and regulations, including but not limited to, those laws pertaining to export control. By registering as a dealer, you warrant that you are not a citizen or resident of a country designated as having Embargoed Nation Status and further, you also warrant that you are not on the list of Specially Designated Nationals or Blocked Persons maintained by the U.S. Treasury Department. The products and/or services are exported from the United States in accordance with the Export Administration Regulations. Diversion to other countries is contrary to U.S. law and is prohibited.

In compliance with the United States Patriot Act, only those who have provided appropriate identification information and do not reside within an embargoed nation and who are not listed on the Specially Designated Nationals list may receive commission checks paid by either the Program Operator.

COMMISSION SCHEDULE

Commissions are paid once per month by payment processor on the day of the month for sales made from the first through the last day of the previous month, and are paid by the Program Operator.

There is a minimum commission amount of \$50. This is the minimum amount that you must earn before you will be paid commissions. In any commission period, your commission must exceed this amount before you will receive any sums for that period. Commissions below this minimum amount will be held until such time as the commission equals or exceeds this amount.

Commissions are not paid for any sales for which payment has not been received, or for any transaction that has been rejected for any reason.

We are not responsible for paying interest to dealers for accrued but not yet delivered commission payments.

If a transaction incurs a charge-back, or if an online transaction is not completed in every way, no commission payment is due to the dealer. If a commission has already been paid, then it will be deducted from an active dealer's future commissions.

All commissions are paid in US Dollars by PayPal or certified check.

Each dealer is responsible for selecting the payment processor, through which to receive their commissions/referral fees, from the payment processors supported by the Program Operator. If you elect a payment processor through which to receive your commissions and you later terminate the account or the account becomes unavailable for any reason, the Program Operator is not responsible for your not receiving the money. Each dealer is responsible for always maintaining the payment processor through which they receive their commissions/referral fees OR selecting an alternate method of payment supported by the Program Operator. This election is entirely made by the dealer and the Program Operator assumes no responsibility for non-receipt of payments made according to the payment processor elected by the dealer, or the dealer's lack of ability to then conform to the payment processors or processes supported by the Program Operator. The Program Operator assumes no responsibility for a dealer not electing a payment processor. If a dealer fails to elect a payment processor, any sums due will be paid via check and any fees applicable to payments by check or bank draft will be deducted.

MIXING OF PRODUCTS

As a dealer of the Program Operator, your website on which you advertise any products or services of the Program Operator may only include products that are not capable of being viewed by persons 13 years of age or younger unless the Program Operator specifically allows such products. Your website may NOT contain any content or images that are NOT suitable for being viewed by persons 13 years of age or younger if you include any reference whatsoever to the Program Operator, the website, the eBook(s), or your dealer Link. On any website on which you include any reference whatsoever to the Program Operator, its products, services, and eBooks, you may NOT include any reference whatsoever to any form of "Adult" content. Any violation of these requirements will result in immediate termination of your dealer status and you shall forfeit any commissions/referral fees that may be due. In the event that any violation of these requirements results in the suspension or termination of any payment processor for or the Program Operator, you shall be liable for liquidated damages in the amount of \$10,000 as well as actual and any consequential or actual damages that or the Program Operator may incur.

PAYMENT PROCESSOR FEES

All commissions are calculated based on the net transaction. In other words, all payment processor fees and any related shipping and handling fees are first deducted from the sums collected from the customer. Then, all payment processor fees are deducted. The remaining amount is a commissionable sale. The Program Operator may also charge a per transaction fee for every transaction processed. In the event that a per-transaction fee is applied, the

amount of the fee can be seen on the website. Any such fee is not commissionable and is also deducted from the sums paid by the customer, prior to the calculation of any commission.

SPAM & UNSOLICITED COMMERCIAL EMAIL (UCE)

The Program Operator does not tolerate the sending of unsolicited bulk emails (UCE or SPAM) which promote, or make reference to the Program Operator, or any of their associated companies or websites, Partners, or employees, the websites, products or services. The provisions of the Terms and Conditions pertaining to UCE or SPAM shall apply to each dealer. Any dealer who, in the opinion of the Program Operator, breaches this rule will have their dealer status canceled and any outstanding commissions will be forfeited.

UNPROFESSIONAL CONDUCT

The Program Operator and their associated companies operate with the strictest codes of professional conduct. Any dealer who brings the Program Operator or their employees, partners, or associates into disrepute, or who promotes any form of slander, racism, or unfair business practices, will have their dealer status canceled and any outstanding commissions will be forfeited.

The Program Operator reserves the right to reject any dealer application if, in the Program Operator's opinion, that person or entity violates established laws or commonly held standards of decency. For example, we will reject applications from any person or company that promotes any form of violence, illegal activities, or from applicants who the Program Operator prefers not to be associated with.

TERM & TERMINATION

This agreement will begin upon your sign-up with the dealer program and will end when either you or the Program Operator terminates your dealer status, or if your account is inactive in any continuous twelve-month period. A dealer may terminate this agreement at any time, and for any reason, by writing to - or emailing - the Program Operator at the email address listed on the website. The dealer may not transfer this agreement, or any rights conveyed in this agreement, to any third party whatsoever.

The Program Operator may also terminate this agreement at any time, and for any reason, by writing to dealer at the email address listed in the dealer's Profile, with 30 days' notice. The Program Operator may transfer this agreement to any party whatsoever, at any time, and this agreement shall remain in full force and effect, without notice to dealer. However, if this agreement should terminate for cause due to violation of this agreement or the Terms and Conditions, this agreement shall terminate immediately and dealer shall forfeit all right to any commissions then due.

RIGHTS TO MODIFY AGREEMENT

The Program Operator, and its associated companies may, in good faith, modify any of this agreement and/or the Terms and Conditions (including the dealer Commission Schedule), at any time and at its sole discretion, by posting a change notice or a new agreement on the website. These changes will come into force immediately upon posting. The dealer's continued participation in the dealer program following the said posting of a change notice or new agreement shall constitute binding acceptance by the dealer of the change.

If any modification to this agreement is not acceptable to the dealer, the dealer's only recourse is to terminate this agreement. Upon termination of this agreement, the former dealer must remove all dealer links and graphics from its web site, and refrain from publishing same in any manner whatsoever.

NO MISUSE

It is understood that any individual that uses the Program Operator system shall not use it in connection with obscene, defamatory, slanderous, hateful, illegal or politically disruptive material, the definition of which shall be at the sole discretion of the Program Operator. It is also understood that dealers shall not try to cheat the system in an effort to increase their payments due. If such misuse is detected, the dealer will be immediately terminated as a dealer and any sums paid and any sums payable as and for commissions will be withheld. All dealers further agree to refrain from engaging in any hostile activity toward the system. Any individual that engages in such hostile

activity, such as hacking, shall be held liable for any loss sustained by the Program Operator, or its associates due to such action.

AS-IS ONLY

There is no warranty or guarantee of any kind with respect to the Program Operator system as far as reliability, stability, quality or dependability. This means that the Program Operator, or its associates is not responsible for any loss or damage incurred directly or indirectly due to the use of the Program Operator website, products, services, or any other facet of the system. This shall include, but is not limited to, any system malfunction, period of being inoperative or unavailable, loss of data or discontinuation of service, other inconveniences.

FEES

Dealers shall be charged NO FEE by the Program Operator for setting up an account to join dealer programs or to join any program.

ELECTRONIC COMMUNICATIONS & EMAIL

The Program Operator requires your primary email address be listed in your dealer Profile. Dealers will not be able to use the website or participate in the dealer program until their email addresses are verified. Those who fail to verify their email address or use an email address that generates an error response consistently (e.g., "User is over quota" or "Mailbox full") will forfeit any commissions due and this contract will be terminated immediately. You may not use an email address with an auto responder as your Program Operator email address. When you visit the Program Operator's websites or send emails to, you are communicating electronically. You consent to receive communications from the Program Operator electronically. The Program Operator will communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that the Program Operator provides to you electronically satisfy any legal requirement that such communications be in writing. If you are a dealer, you understand that you may NOT opt out of any emails that you receive from the Program Operator. As a dealer, you must continually have a valid email account on file with the Program Operator or we reserve the right to terminate your participation immediately, without any refund of any license fees paid or payment of any commission due.

UNAUTHORIZED CHARGING OR RECEIPT OF PAYMENTS THROUGH THE SITES

No dealer, or other person or entity may use the website, or the Program Operator payment processing system, for private transactions. Any revenue collected through the website or through the Program Operator payment processing system may become the sole property of the Program Operator. Any revenue collected through the Program Operator payment processing system may become the sole property of the Program Operator. Specifically, dealers may not link to the website for processing of products or services that are not wholly sponsored by the Program Operator and authorized by the Program Operator and further, may not link to the website for processing of any products beyond what the Program Operator has identified as salable products for the website and specific dealer sales. Should any dealer of the Program Operator or other person or entity construct links that process orders through the Program Operator payment processing system, the act will be considered an attack of computing resources with intent to damage the website and therefore treated as a serious computer crime. Violators will be prosecuted to the fullest extent of the law.

CHARGING OR RECEIVING ANY PAYMENT FOR ASSISTING YOUR DEALERS

The progress of any dealer benefits the Program Operator in many ways. If You recruit, sponsor, or obtain a dealer through the websites, by any means, You should always be willing to assist such dealer at no charge to such dealer. If you are unwilling to assist such dealers without charge, your dealer status with the Program Operator will be terminated immediately and any commissions due will be withheld permanently as partial compensation for managing the associated and impacted dealers.

NO PREDATORY ADVERTISING

All dealers in the dealer program agree to refrain from any type of predatory advertising practices, the definition of which shall be at the sole discretion of the Program Operator, and shall include, but not be limited to, dynamically replacing the dealer ID of one dealer with that of another with the effect of "stealing" the commission away from the dealer that earned it, whether this be intentional or not. Dealers may not adjust any of the supplied dealer links to

reset cookies or bypass other safeguards in the system. Dealers understand that engaging in such practices is grounds for immediate termination and forfeiture of any earned commissions.

LIABILITY

The Program Operator will not be liable for indirect or accidental damages (loss of revenue, commissions) due to dealer system sale tracking failures, commission processing system failures, losses of database files or backups thereof, attacks on computing resources, computer viruses, the continued viability of their products, any results of "intents of harm" to the program, or acts of God or Nature. The Program Operator makes no claim that the operation of the websites or that the Program Operator network will be error-free nor will the Program Operator be held liable for any interruptions or errors.

MISCELLANEOUS PROVISIONS

- a) If any part of this agreement or the Terms and Condition is declared void, this agreement and the Terms and Conditions shall, to the maximum practicable extent, be construed without reference to that part. No term or provision of the Agreement shall be waived unless in writing and signed by the party waiving the provision and any waiver shall apply only to the specific event or situation which it describes and shall not be continuing. No dealer may assign or sublicense this agreement without the Program Operator's prior written consent.
- b) All legal or other fees incurred in collecting returned checks or declined credit cards or any other lack of payment related to a sale made by a dealer will be payable by the dealer. Any sums not collected from the dealer or dealer's customer are not commissionable, and any fees incurred during processing or handling of sales made by the dealer will be deducted in whole from any commissions due to the dealer. Further, in the event that the commissions due the dealer are insufficient to cover any sums, the dealer agrees to pay the full amount to the Program Operator.
- c) IF THE FOREGOING LIMITATIONS OR THE LIMITATIONS WITHIN THE TERMS AND CONDITIONS ARE HELD TO BE UNENFORCEABLE, THE PROGRAM OPERATOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO ANY PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY THAT PERSON OR ENTITY FOR THE PRODUCT, SERVICE, AND OR EBOOK OR SOFTWARE (LICENSE).
- d) To the extent you have in any manner violated or threatened to violate the Program Operator's intellectual property rights, the Program Operator may seek injunctive or other appropriate relief in any court located in Sevier County, TN, USA and you consent to exclusive jurisdiction and venue in such courts. Use of the Program Operator website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Program Operator as a result of this agreement or use of the website, products, and/or services. The Program Operator's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Program Operator's right to comply with governmental, court and law enforcement determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.
- e) This Agreement shall be governed and construed in accordance with the laws of TN, USA applicable to agreements made and to be performed in TN, USA. You agree that any legal action or proceeding between the Program Operator and you for any purpose concerning this agreement or the parties' obligations hereunder, will first attempt to be resolved with the help of a mutually agreed-upon online mediator. Any costs and fees (other than attorney fees) associated with the mediation will be shared equally by each of us.
- f) If it proves impossible to arrive at a mutually satisfactory solution through online mediation, we agree to submit the dispute to binding arbitration at the following location: for legal actions or proceedings between the Program Operator and you, in Sevier County, TN, USA under the commercial rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

In no case shall you have the right to go to court or have a jury trial. You will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

g) Any cause of action or claim you may have with respect to the website, the products, the services, or the eBook(s), must be commenced within ninety (90) days after the claim or cause of action arises or such claim or cause of action is barred. The Program Operator's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. The Program Operator may assign its rights and duties under this agreement to any party at any time without notice to you. Use of headings in this document is for convenience only and does not identify legal boundaries or terms explicitly.

h) The Program Operator may modify this agreement, and the agreement this creates, at any time, simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all the matters that have been discussed.

i) The Program Operator may transfer any rights or responsibility that it may have to any person or entity whatsoever. Nothing herein shall alter or encumber the right of the Program Operator to transfer any such rights or responsibilities. Any transfer by the Program Operator shall cause this agreement, and any other agreement then in effect (as well as any other contract between you and the transferring party) to transfer simultaneously, all without permission.

j) Should this dealer program be deemed illegal in any jurisdiction, the Program Operator has the right to immediately terminate this program, without recourse. If the payment processors utilized by the Program Operator determine that sales made through dealers cannot be processed through the payment processor, then the Program Operator has the right to immediately terminate this Program, without recourse. Nothing herein is intended to imply that the Program Operator will always offer any dealer program, or this dealer program, for all products, services, and/or opportunities sold by the Program Operator on the websites or that the Program Operator will offer any dealer program whatsoever.

Any rights not expressly granted herein are reserved.