

**This document was designed to provide many answers to FAQs (Frequently Asked Questions) as well as Krystal Planet's Terms and Conditions for Products, Services and more. If an answer to a question is not listed here you may submit additional questions by filling out the "Request more Information" form below.**

<http://krystal-planet.com/getinfo.asp>

## **Renewable Energy 101**

### **What are the benefits of using renewable energy?**

Renewable energy (also called 'clean' or 'green' energy) comes from renewable sources, such as wind, solar, landfill gas, biomass, or hydroelectric. Krystal Planet procures nearly all its renewable energy from the fastest growing form of energy in the world: wind power. Wind power produces zero pollution, and large-scale modern wind turbines (which stand nearly 400 feet tall, or 30% taller than the Statue of Liberty, about the same as a 40 story building) last up to 30 years and each one costs \$1.6 Million or more, producing enough power for up to 800 homes. Those who purchase renewable energy have a direct impact on reducing the pollution generated by electric utilities. In the U.S., the production of electricity accounts for about 1/3 of the carbon dioxide we emit, 2/3 of the sulfur dioxide (acid rain), 1/3 of the nitrous oxide (smog), 60% of the mercury (poisons fish, lakes, rivers, streams and our food supply, and is linked to autism, Alzheimer's disease and heart disease, among other things), and major portions of lead, cadmium, arsenic, uranium, particulate matter (gets lodged in our lungs and food supply) and VOCs (volatile organic compounds). Every kilowatt-hour of renewable energy purchased from Krystal Planet or any other green power marketer means that a coal or gas plant (or other fossil fuel plant) does not have to produce that same kilowatt-hour, having a direct reduction in the amount of pollution going into our environment, and helping reduce the damaging health effects of pollution as well. One home purchasing Krystal Planet's monthly FutureWind<sup>SM</sup> green tag (Renewable Energy Certificate or REC) for a year has these benefits, among others:

Avoids all of the following:

12 tons of CO<sub>2</sub> (leading global warming gas), 67 pounds of nitrogen oxide (smog & pollution), 55 pounds sulfur dioxide (acid rain, pollutes crops & water), 172 mg of mercury (poisons fish; pollutes lakes, rivers, streams; linked to Autism & Alzheimer's, birth defects). 1/70th of a teaspoon (1 mg) of mercury placed in a 25-acre lake makes all the fish in that lake unfit to eat. Power plants are responsible for 60% of our nation's mercury (over 41 million mg - 90,000 pounds - per year which is almost 5,000 mg every minute of every day).

OR, equal to planting 40 acres of forest.

### **How do you measure renewable energy?**

Like most other forms of energy, renewable energy is measured in blocks of power, normally in kilowatt hours (kWh) or megawatt-hours (MWh) of power.

**Why does it currently cost more for green energy when the resource generating the energy (like wind) is essentially free?**

Building a new wind farm is about two or three times more expensive than building a fossil fuel plant (initial complete construction costs). But because the fuel cost (wind) is free, over 15 years or more wind power becomes very competitive with fossil-fired power plants (in some good wind resource areas the average cost per kilowatt-hour of electricity is actually less expensive). But it takes 10-15 years to pay off the initial high costs of constructing the wind energy facility. Then, the operation and maintenance of wind energy facilities is generally only about \$20,000 per wind turbine per year (this is generally a much lower operations & maintenance cost as a percentage to total power output than that of fossil fuel power plants).

**How does my local utility company or the “power exchange” know to add more renewable energy to their mix when I buy a Green Tag from a 3rd party?**

They don't. All green energy is added to the national electric transmission grid at the site of the renewable energy facility. The renewable energy facility also produces green tags (Renewable Energy Certificates or RECs) which can be sold to individuals, corporations or utilities that wish to 'green up' their power supply. The entity that purchases the green tags legally claims the pollution-free attributes of the green energy production.

Customers that purchase Krystal Planet's FutureWind<sup>SM</sup> green tags are directly contributing to the construction of new wind energy facilities.

**Exactly how do green tags help build wind farms and replace fossil fuel power plants?**

The green tags (Renewable Energy Certificates or RECs) that Krystal Planet sells help to build wind farms in this way: Every 2,000 Planet Patrons and/or every 5,000 homes that purchase a monthly \$30 FutureWind<sup>SM</sup> green tags allows Krystal Planet to finance and construct a new \$1.6 million wind turbine. Each 100MW wind turbine supplies the power grid with enough electricity to power 800 homes.

Every \$30 green tag purchased from Krystal Planet represents 1,000 kilowatt-hours (KWh) of electricity power, which is about electricity consumed by average American home each month.

With the addition of some large-scale wind farms in the Midwest and upgrades to the transmission grid, 50% or more of our country's electrical demand could be supplied with wind energy. (We need the transmission upgrades anyway, remember the Northeast blackouts in 2003?)

**Isn't it necessary to contact my local utility company and notify them that I want to 'green up' the electricity that I use in my home?**

Not necessarily, today only about 10% of utilities nationwide offer green energy programs to their customers. 3rd party green tag marketers, like Krystal Planet, allow consumers world wide to choose green power without any change in service from their local utility.

Your purchase of green tags will help incrementally 'green up' the national power grid regardless of where you buy them. Krystal Planet's green tag program offers several advantages over your local utility; they are competitively priced, directly fund the construction of new wind power facilities and can be tax deductible.

### **Can't I just call my local utility company and demand that they produce/purchase more green energy?**

Unless state or federal law requires your utility to add green energy to your electricity supply, they simply do not have to. Consumer demand may eventually force utilities to 'green up' their supply, but for now the best and only way to ensure more clean power is added to the national power grid is to purchase green tags (Renewable Energy Certificates or RECs).

### **As a Krystal Planet FutureWind<sup>SM</sup> green tag customer, can I claim my house is being powered by renewable energy today?**

Yes! Any renewable power source (ie. wind, hydroelectric, solar, biomass, etc?) can produce two commodities; electrons which can be placed on the national power grid and a green tag (Renewable Energy Certificate or REC) which represents the lack of pollution from the power generation process.

Each Krystal Planet FutureWind<sup>SM</sup> green tag represents the clean power attributes of 1,000 kWh of future electrical production. Krystal Planet's unique FutureWind<sup>SM</sup> model allows customers to pre-purchase the ownership rights to the pollution free power attributes in the form a monthly green tag, allowing Krystal Planet to finance the construction of a new wind generation facility.

## **Renewable Energy from Krystal Planet**

### **Where does the \$30 each month for FutureWind<sup>SM</sup> go?**

17-33% of the \$30 per month FutureWind<sup>SM</sup> revenues goes directly into an escrow account used only to finance wind energy projects, each of which will be owned and operated by Krystal Planet. The balance of the \$30 goes to Eco commissions, general marketing expenses, and administrative expenses.

### **How long does it take to bring a new wind project online?**

In general, it takes 6-18 months to engineer and construct a new wind energy project. Smaller projects can be accomplished in less time.

### **How many FutureWind<sup>SM</sup> customers does it take to finance a wind turbine?**

It takes approximately 5,000 FutureWind<sup>SM</sup> customers on month-to-month contracts, 2,000 Planet Patrons on 60-month contracts or some combination of both to finance a new 1.5 MW wind turbine.

Krystal Planet's unique and exclusive wind financing model allows us to finance wind turbines on our



own balance sheet simply and quickly, without relying on long-term power contracts from utilities or multi-million dollar loans from banks or other financial institutions.

### **Does Krystal Planet have wind turbines up and running?**

Not yet. Krystal Planet officially launched its business on April 27, 2004. Krystal Planet commenced pre-construction activities in July 2004 and expects to have two (2) 1.5 MW wind turbines operational this year. By December of 2005, KP expects to have enough funds in escrow to order at least 10 new 1.5 MW units, all owned and operated by Krystal Planet.

### **What is the difference between FutureWind<sup>SM</sup> vs. competitor's products?**

There are 5 main differences:

Krystal Planet's \$30 FutureWind<sup>SM</sup> green tags (Renewable Energy Certificates or RECs) represent 1000 kWh of 100 percent renewable wind power. Some competitors' products contain power generated from multiple energy sources, some of which are not necessarily renewable, and may represent a smaller number of kilowatt hours. Make sure that you are comparing 'apples to apples' on amount of kWh and the power source of the green tags.

**ADVANTAGE: FutureWind<sup>SM</sup>!**

Krystal Planet makes it simple to make your green tag purchase tax deductible. A FutureWind<sup>SM</sup> customer may elect to donate the green tag to an affiliated 501(c)3 non-profit company, [www.SaveThePlanetUSA.org](http://www.SaveThePlanetUSA.org). SaveThePlanetUSA.org does research linking mercury from coal plants to various diseases (autism, Alzheimer's, heart disease, etc.). Although it is rare, a few competitors green tag programs can also be tax deductible.

**ADVANTAGE: FutureWind<sup>SM</sup>!**

Only Krystal Planet's FutureWind<sup>SM</sup> green tag program directly funds new wind energy projects that may be built anywhere in the world. Our customers join with other like minded individuals to make new wind projects a reality.

**ADVANTAGE: FutureWind<sup>SM</sup>!**

FutureWind<sup>SM</sup> offers a monthly Thank You gift. The gift certificates can be used to buy energy savings products from the Krystal Planet website, credited towards a future purchase at [GiftCertifices.com](http://GiftCertifices.com), DVDs or contributed directly to the wind turbine escrow fund. The value of the gift is \$5 or more, depending on the gift selected.

**ADVANTAGE: FutureWind<sup>SM</sup>!**

Krystal Planet's FutureWind<sup>SM</sup> program allows you to make your green tag purchase a net zero decision! Spread the word about Krystal Planet's green tag program and when 3 people choose to



green up their home with FutureWind<sup>SM</sup> you will receive a monthly \$30 check. Only Krystal Planet's FutureWind<sup>SM</sup> program pays you to fund new wind power facilities while receiving a tax deduction and a monthly gift!

ADVANTAGE: FutureWind<sup>SM</sup>!!

### **Why do we market via Referral Based Marketing (RBM)? Is RBM the same as MLM?**

We market our products and services via referral based marketing (RBM). Although RBM is similar to MLM (multi-level marketing, also known as Network Marketing), it is both different and more accepted. Examples of RBM are:

**Citibank**, the world's largest financial institution, has a division called Primerica with \$5 Billion in annual revenues. Primerica has acquired 100% of its 6 million customers using only RBM thru a network of 153,000 independent sales reps to sell its financial services. Primerica is Citibank's most profitable division.

The **Verizon Wireless** "IN" program where you can refer others to Verizon Wireless and call them at no charge as long as they're 'in' the Verizon 'network' - saving you money on your wireless bill. This is a form of RBM.

**Sprint** Corporation acquired most of its customers in the early 1980s using a RBM company called Network 2000.

**Pre-Paid Legal Services (PPL)** is the largest retail legal services provider in the United States. Its stock is traded on the NYSE and was the #1 performing stock on AMEX during the 1990s. PPL sells \$160 Million per year of legal services exclusively thru a network of independent sales representatives.

The old **MCI** Friends & Family program where people could refer family & friends to MCI to get savings on your long distance bill is another company that has utilized the benefits of RBM.

Because we don't have to spend millions on advertising (TV & radio commercials, newspaper & magazine ads, etc.), we can instead pay generous commissions to our distributors (called Energy Consultants or Ecos for short) and still spend a lot less on marketing expenses than our competitors. Furthermore, we are not required to open dozens or hundreds of expensive retail stores to sell our products, with all the overhead and administrative challenges inherent in that form of conventional marketing. Finally, by using a grass roots marketing effort (which is exactly what RBM is), we can empower thousands and eventually hundreds of thousands of individuals who believe in our cause. This creates a strong team, or army, of like-minded individuals around the globe who are earning a steady, valuable, and lucrative income who can in turn exert a much more powerful collective influence on politics (at the federal, state, and local levels), industry, other individuals they know (friends, family, their sphere of influence), and on their communities to further our objectives and our cause.

## Is this a pyramid?

Yes, absolutely but so are most businesses and organizations, even the government. GM has one Chairman/CEO, 12 Board members and an extensive executive management team. Supporting the executive managers is an even larger team of upper-level managers who work with middle level managers and so on all the way down to the workers on the line.

What matters is not the structure (pyramids are everywhere), but whether the pyramid is legal or not. There are many resources available to determine whether a company operates an illegal 'scheme' or has a legitimate business. What to look for is whether the company actually sells products & services, or if they are just a marketing 'opportunity.' An illegal scheme may be selling the chance to earn a large payday if you recruit enough others to 'join' the organization - but no products or services are sold to the end user.

Krystal Planet sells future 1,000 kilowatt hour green tags (Renewable Energy Certificates or RECs). Each green tag has its own serial number (they expire in 18 months from the time they are produced) and can only be sold by Krystal Planet once. Krystal Planet uses Grant Thornton, an independent auditing firm, to issue an annual report tracking the serial number of every kilowatt hour of green tags sold by Krystal Planet. This audit report is generally available by March 31st of the following calendar year and is available upon request.

Furthermore, every Krystal Planet customer receives a monthly statement (electronic and paper) showing the serial number, kilowatt hours, and source of every green tag sold.

Finally, Krystal Planet guarantees in writing (in the terms and conditions) that every FutureWind<sup>SM</sup> green tag sold will result in 1,000 kWh of wind energy injected into the transmission grid, at either one of Krystal Planet's wind energy facilities or at a 3rd party wind energy facility.

Pyramid schemes, as currently defined by the Federal Trade Commission (FTC) -- and in many state laws -- are plans which:

Concentrate on the commissions earned by recruiting new distributors, and generally ignore the marketing and selling of products and services.

Some helpful U.S. government & private websites to do your own due diligence are below:

[www.ftc.gov/bcp/online/edcams/pyramid/](http://www.ftc.gov/bcp/online/edcams/pyramid/)  
[www.sec.gov/answers/pyramid.htm](http://www.sec.gov/answers/pyramid.htm)  
[www.mlmwatchdog.com](http://www.mlmwatchdog.com)  
[www.usps.com/websites/depart/inspect/pyramid.htm](http://www.usps.com/websites/depart/inspect/pyramid.htm)

## How does the tax deduction work when I donate my Future Wind Green Tag?

Krystal Planet FutureWind<sup>SM</sup> customers purchase a monthly green tag (Renewable Energy Certificates or REC) representing 1,000 kWh of green energy attributes of the future green power production.

Green energy attributes have value and theoretically, you could then sell or trade your green tag to someone else since you own it (before it expires 18 months after it's produced). By donating your green tag to a 501(c)3 non profit you are eligible for a tax deduction because you can no longer sell or trade it. Krystal Planet makes it simple to donate your green tag by affiliating itself with Save the Planet USA. Save the Planet USA adheres to a strict policy of holding onto all green tags it receives until they expire, this procedure effectively takes the green tags off the market permanently, which in turn encourages the construction of additional renewable facilities to meet the growing demand for green tags. Note: there are numerous other non-profit companies whose only mission is to raise funds to purchase green tags, and then hold them until they expire. Our affiliated non-profit operates in a similar manner, except that it doesn't purchase the green tags because it receives them via donations by Krystal Planet FutureWind<sup>SM</sup> customers. Thereby, Save the Planet USA is free to use its funds raised through various events and activities to support renewable energy research and development, education and awareness.

### **Can I enroll customers in other states or other countries?**

There are no geographical limitations to where green tags (Renewable Energy Certificates or RECs) can be produced or sold. Krystal Planet has customers and/or Energy Consultants in 48 U.S. states and 18 countries.

Krystal Planet has strategic partnerships with GE, Black & Veatch (the largest power engineering firm in the world), Valmont and many others, allowing us to construct wind projects anywhere in the world. This means that with enough FutureWind<sup>SM</sup> customers in any given region of the world, Krystal Planet can build new wind turbines there.

To enroll someone in a country other than the United States, simply choose the appropriate country from the drop down menu that appears in the online enrollment application. Once the country is selected, data such as state and zip code will no longer appear as required fields.

### **Are there other names for green tags?**

Yes, some of the more common ones are: Renewable Energy Certificates (RECs), Tradeable Renewable Certificates (TRCs), Traceable Renewable Credits, Green Certificates, Green Tickets and Clean Energy Credits.

### **What is the difference between Krystal Planet's FutureWind<sup>SM</sup> and Planet Patron agreements?**

Krystal Planet FutureWind<sup>SM</sup> customers are purchasing green tags on a month-to-month basis. Planet Patron customers are purchasing green tags as part of a 60 month contract with Krystal Planet. Because of the long-term contract, it takes just 2,000 Planet Patrons to allow Krystal Planet to build a new 1.5 MW wind turbine, whereas it takes 5,000 FutureWind<sup>SM</sup> customers to accomplish the same goal. Both are purchasing future green tags (Renewable Energy Certificates or RECs) that represent the green power attributes of 1,000 kWh of wind electricity.

### **How does Krystal Planet sell the electricity we produce?**



As each Krystal Planet wind turbine becomes operational, the electricity (electrons) produced is placed on the national power grid and bought by a utility company. The green attributes are "unbundled" from the power production and may be sold if they were not pre-sold to FutureWind<sup>SM</sup> customers.

### **What is Krystal Energy?**

Krystal Energy ([www.krystalenergy.com](http://www.krystalenergy.com)) is the parent company of Krystal Planet and Pristine Power. Krystal Energy is the developer, owner and operator of the wind and hydrogen projects. Krystal Planet sells green tags (Renewable Energy Certificates or RECs) to residential customers on a world wide basis. Pristine Power ([www.pristine-power.com](http://www.pristine-power.com)) sells green tags to commercial and non-profit accounts.

## **Terms & Conditions for Ecos**

I wish to be an Energy Consultant ("Eco") for Krystal Planet and its affiliates (collectively "KP"). I understand that all Ecos must purchase a \$20.00/month Global Business Center. During enrollment, or at any later time as long as my Krystal Planet account is in good standing, I may elect to purchase additional monthly services (FutureWind<sup>SM</sup> Green Tags, Toll free numbers, etc) or other products (Energy saving products, marketing materials, etc) from Krystal Planet. Please enroll me for the monthly services and send me any products I have selected during my enrollment.

By signing electronically herein, I hereby authorize KP and its financial institutions to charge the credit card or draft the checking account via ACH (Automated Clearing House) I have provided for the total amount of products and services on my enrollment form plus applicable shipping and tax.

I also agree that prior to ordering more products I will either sell or consume at least 70% of all previously ordered products. I understand that I have a 30-day money-back guarantee on all products I have purchased. I understand I am signing a contract for services and I can cancel any monthly service at any time (with the exception of orders of Planet Patron), with written notification to Krystal Planet (See the Cancellation and Refund section of the Terms and Conditions for Services for more details).

### **ENERGY CONSULTANT ("ECO") AGREEMENT & TERMS OF ENROLLMENT**

1. As a KP ENERGY CONSULTANT, herein referred to as Eco or ECO, I acknowledge that I am an independent contractor and not an agent or employee of KP. I understand that I will not be treated as an employee for federal or state tax purposes.
2. As a KP Eco, I will make no statements, disclosures, or representations to sell KP products or services, or in recruiting other prospective Ecos, other than those contained in KP literature.
3. I understand that no product purchase is necessary to become a KP Eco.
4. I understand that I may terminate my Monthly Services at any time, unless I have signed a long-term contract such as the Planet Partner agreement. I further understand that I am under no obligation to make any financial investment to become a KP ECO. I also understand that any successful retail business will incur business expenses beyond the purchase of product.
5. I understand that if no personal sales volume is generated for 12 consecutive months, this Agreement shall automatically terminate and my Monthly Services will be cancelled and any future Bonuses will be forfeited. I understand that I may re-enroll, after 6 months of not generating sales volume, in KP by submitting a new ECO Agreement.

6. I understand that in order to maintain a viable marketing system and to comply with changes in applicable laws, KP reserves the right to change prices, company policies, company literature and/or the compensation plan, without prior notice.

7. I understand that, should I wish to terminate my position as an ECO, I must notify KP in writing. At that time, any salable product purchased in the last 30 days may be returned at the ECO's expense to KP for a refund equal to 90% of the original purchase price, less shipping and handling and any commissions or bonuses paid when the product was purchased. This refund is subject to the Eco's prior representations regarding compliance with the 70% rule, referred to in this document and in KP's published policies and procedures. In any state in which a specific buyback requirement has been enacted which may vary from the foregoing, KP shall repurchase products and sales aids in accordance with the applicable statute.

8. I understand that to earn commissions, I must follow the KP published Compensation Plan.

9. I agree that I will use only company-produced materials to explain the KP Compensation Plan. I hereby agree that any public presentation of KP products, service, or compensation plan must be made solely by the current KP materials.

10. I agree neither to repackage or re-label the KP's goods or services, nor to sell said goods or services under any other name or label.

11. I authorize the unlimited use of my name, likeness, voice or other written comments or documentation provided to KP or obtained by KP from my use of KP services provided such use is in connection with the advertisement, promotion or training of KP products, marketing program, services, or promotional literature and supplies. I certify that my testimonial or endorsement of such KP products or other personal participation is made of my own free will and that I have not and will not be paid any monetary sum for doing so.

12. In the event that I sponsor other Ecos, I agree to provide a bona fide supervisory, distributive and selling function in connection with the sale of the KP's goods and services to the ultimate consumer. I also agree to train any Ecos I may sponsor in the performance of these functions. I agree to have a continuing and positive communication and supervision with my sales organization. I agree that any form of negative communications with other Ecos concerning KP products, services, or compensation plan is grounds for suspension of commissions and/or termination of my ECO status.

13. I also understand that it is my responsibility to read and agree to the KP Policies and Procedures. It is understood that after 30 days from my join date that I have agreed and accepted all Terms and Conditions as well as Policies and Procedures unless I notify KP in writing.

14. I UNDERSTAND THAT IN ORDER FOR ME TO BE SUCCESSFUL IN THIS PROGRAM I MUST PURCHASE AND SELL KP PRODUCTS AND RETAIL THEM MYSELF AND SPONSOR OTHER ECOS TO DO THE SAME; AND IN ORDER FOR THEM TO BE SUCCESSFUL THEY MUST PURCHASE AND SELL PRODUCTS AT RETAIL, AND RECRUIT OTHER PEOPLE TO DO THE SAME, AND SO ON. I UNDERSTAND THAT I MUST RETAIL OR USE IN 70% OF PRODUCTS I PURCHASE BEFORE I PURCHASE MORE PRODUCT.

15. Reports referring to large earnings of successful KP Ecos are not necessarily typical or representative of what individual KP Ecos may earn. Refer to the KP Compensation Plan for more information. No one can be guaranteed success as a KP ECO and not all Ecos earn derivative income. Furthermore, it is not recommended by KP that any prospective ECO leave current employment nor make any substantive product purchase until such time as their retail business from the sale of products generates steady and significant income. INDIVIDUAL EARNINGS ARE STRICTLY DEPENDENT UPON INDIVIDUAL TIME, EFFORT, EXPERIENCE AND ENTERPRISE IN THE PARTICULAR AREA IN WHICH THE INDIVIDUAL ECO WORKS OR LIVES.



16. A PARTICIPANT IN THIS DIRECT SALES AND MARKETING PLAN HAS A RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO KP AT ITS PRINCIPAL PLACE OF BUSINESS: 8527 BLUEJACKET STREET, LENEXA, KANSAS 66214.

# Terms & Conditions for Services

**These T&C's ONLY apply to monthly services, such as FutureWind<sup>SM</sup> Green Tags, Eco Global Business Center, Personal 800#, etc.**

1. Krystal Planet Corporation ("KP") will automatically draw funds from your Visa, MasterCard, Discover, American Express, or Checking Account so that the total of your monthly order is equal to the amount you have authorized.
2. KP cannot obtain more funds from your account (on a monthly basis) than those you have pre-authorized.
3. If your credit card or Check transaction does not clear when Krystal Planet drafts your account:
  - A charge of up to \$25.00 will be added to your account for each failed transaction.
  - It is then up to you to place a manual order for the monthly service by the 10<sup>th</sup> day of the following calendar month to receive credit for the monthly service and qualify for any commissions.
  - Should a manual order not be placed by the 10<sup>th</sup> day of the following calendar month, all previous commissions will be forfeited and the account will not be eligible to earn future commissions until payment is received by Krystal Planet..
  - Krystal Planet reserves the right to restrict access to your back office and flush any accumulated Eco Points in your account if payment is not received within 30 calendar days of the initial draft of your account.
  - KP is not responsible for notification of failed transactions in your account.
4. Automated Credit Card withdrawals and Check drafts are generally activated one calendar month from your join date.

## CANCELLATION & REFUNDS

1. You may cancel a monthly service at any time.
2. Cancellation requests must be made in writing using the appropriate cancellation form found download section of the Eco back office or available via the call center. Forms must be completed, signed and returned to Krystal Planet by FAX or US Mail.
3. Upon receipt, Krystal Planet will cancel your autoshop(s) and notify you via email that your autoshop has been cancelled.
4. The effective date for the cancellation will be the day the request is received in the Krystal Planet Corporate Office. Cancellations received at the Krystal Planet Corporate Office after the 5<sup>th</sup> of the calendar month, will be put into effect the following month.
5. No refunds will be given for services for previous calendar months. No prorated refunds will be given.

## FUTUREWIND<sup>SM</sup> TERMS & CONDITIONS

This is not an electricity purchase, and **Krystal Planet** is not a renewable energy electricity provider in competition with your current electric utility. When you join Krystal Planet, you stay with your current electric utility. You continue to pay your regular electricity bill, plus an additional amount for the purchase of renewable energy. Unless we already have a special arrangement with your electric utility, you will continue to receive an electric bill from your utility and will be billed separately for your **Krystal Planet** renewable energy purchase. **Krystal Planet** offers you environmentally friendly renewable energy in the form of future Renewable Energy Certificates, also known as "future green tags." Our future green tags directly contribute to the construction and development of new renewable energy facilities that will generate electricity from the wind once constructed. Green tags represent the renewable attributes (i.e., environmental benefits) of a specific amount and type of renewable energy generation.

**About "Green Tags."** Green tags are created when a renewable energy facility generates electricity. Each green tag represents the environmental attributes of 1 megawatt hour of electricity produced in a way that results in few or zero emissions and has few or zero environmental impacts. Only one certificate may be issued for each unit of renewable electricity produced. When a renewable energy facility operates, it creates electricity that is delivered into a vast network of transmission wires, often referred to as "the grid." The grid is segmented into regional power pools; in many cases, these pools are not interconnected. To help facilitate the sale of

renewable electricity nationally, a system was established that separates renewable electricity generation into two parts: (1) the electricity or electrical energy produced by a renewable generator and (2) the renewable attributes of that generation. The renewable "green" attributes are sold separately as green tags.

**What is FutureWind<sup>SM</sup>?** Future Green Tags are the rights to ownership of Green Tags that will be produced when a renewable energy generating facility is constructed and produces electricity in the future. Just as Green Tags represent the environmental benefits of generating electricity from renewable energy versus fossil fuels and other traditional power sources such that their owners can claim that their home is powered by renewable energy, the same is true for future Green Tags. **Krystal Planet** may leverage your 60 month *Planet Patron* commitment to purchase future green tags with a third party lending organization in exchange for cash. The cash will be deposited into an escrow account to contribute directly to the financing for the construction of a specific wind turbine. Cash from a portion of revenues from month-to-month *FutureWind<sup>SM</sup>* will be deposited into an escrow account to contribute directly to the financing for the construction of a specific wind turbine. We are now allocating *FutureWind<sup>SM</sup>* members' purchases to one of two potential projects:

1. 1 Megawatt Turbine in Maui and/or Kauai, Hawaii
2. 1 Megawatt Turbine in Hays, Russell, Dodge City, Emporia, and/or Larned, Kansas

For **each** ton of CO<sub>2</sub> you offset through *FutureWind<sup>SM</sup>*, you'll be allocated a X kilowatt share of this wind farm's generating capacity, which we estimate will generate X kilowatt-hours of 100% wind-generated electricity over your purchase term. The delivery of this electricity to the grid will reduce CO<sub>2</sub> emissions for you. It will be sold and delivered to the grid as "generic" electricity, reserving the associated environmental attributes for you.

**Benefits of Green Tags.** When you purchase **KP's FutureWind<sup>SM</sup>**, you make a difference in the environment, the economy and energy security:

- Sustain & protect the environment, reducing use of electricity from coal and other nonrenewable sources that emit greenhouse gases and other pollutants
- Grow the market for renewable energy sources (sun, wind, etc.) with little or no environmental impact
- Stimulate the domestic economy
- Reduce dependence on foreign energy
- Preserve natural resources such as coal, oil, natural gas and water

**Krystal Planet's Commitment to You.** Your purchase of **Krystal Planet** future green tags supports future renewable electricity generation. **Krystal Planet's** future green tag transactions will be audited by a third party accounting firm at a minimum of once per year to ensure that the appropriate amount of future green tags are being purchased in exchange for the purchase price from the Customer. Our standard *FutureWind<sup>SM</sup>* product comes from one renewable source: 100% wind generated nationwide. Through partnerships with certain utilities and corporations, we may offer other special blends of green tags. If your utility has partnered with **Krystal Planet**, you will be provided the details about any special renewable energy blends at time of sign-up.

**Krystal Planet** guarantees that only one Future Green Tag is issued for each megawatt hour of electricity generated by a renewable energy facility, and will provide a 3<sup>rd</sup> party audit report (prepared by public accounting firm Grant Thornton), upon request, to certify that all sales of KP green tags are tracked by megawatt hour at the renewable facility and sold only once. *FutureWind<sup>SM</sup>* includes only Future Green Tags which will be generated in the calendar year in which the associated electricity is generated at a future date. Further, **KP** attests that its Future Green Tags do NOT include any of the following:

1. Future Green Tags used simultaneously to meet a government mandate or legal requirement
2. Future Green Tags derived from a government-mandated or otherwise required renewable facility
3. Emission reduction credits or allowances that have been sold separately or used for regulatory compliance

**Krystal Planet** will annually report to its customers the actual resource mix of the future green tags purchased during the preceding year. **Krystal Planet** will issue Future Green Tags annually in an amount equal to the average US customers' renewable energy purchases (approximately 1 MWh per month). **Krystal Planet** reserves the right to balance the sale and delivery of energy during the 30-day period following each calendar year by issuing appropriate credits to your account or delivering energy to the electric grid. Once **Krystal Planet**

issues a Future Green Tag to you, it has completed all obligations to you. All rights and interest in Emission Reductions or Credits (Offsets) are assigned to, shall be and remain the sole property of the customer, or if the customer chooses, the Future Green Tags can be donated on the customer's behalf by **Krystal Planet** to a non-profit corporation, so that the customer may receive a tax deduction for the tradable market value of the Future Green Tags.

**But what if one of the two prospective wind turbines doesn't get built?** The first wind turbine is scheduled for construction when at least 2,000 *Planet Patron* contracts have been signed or when enough month-to-month customers are in place to sufficiently finance the construction. Part of actually helping build new wind farms is committing to them in their early stages of development, when some uncertainties remain. So if the conditions for our purchase of the Green Tags from projects identified herein are not met, or if this wind farm is not built with *FutureWind<sup>SM</sup>* support for any reason, your membership dues will help build an alternate wind project. We have the capability and have already identified several suitable wind projects in the early stages of development and that could really use *FutureWind<sup>SM</sup>* support.

**How will I know what happened?** We'll keep you informed. If one of the two prospective wind turbines is not built with *FutureWind<sup>SM</sup>* support for any reason, we'll send you an e-mail telling you about the alternate wind project that you will be helping build.

**Will I get a receipt from Save the Planet USA?** Yes, for donated future green tags with a market value over \$100 in one year. Our agreement with **Save the Planet USA** obligates us to convey to it legal title to the Green Tags our customers donate, and obligates **Save the Planet USA** to send each donor an acknowledgement of receipt of his or her donation for donations over \$100 in a calendar year. **Save the Planet USA** is an independent 501(c)(3) non-profit environmental organization. Your **Krystal Planet** statement show the accumulated market value of future green tags donated to the non-profit. This will be proof that **Save the Planet USA** has in fact received your donation. In addition, our agreement with **Save the Planet USA** gives them the right to audit our business records, to make sure that we're performing our obligations.

**What if the wind turbine breaks down?** Once either prospective wind turbine achieves commercial operations, **Krystal Planet** will use reasonable efforts to operate it for the duration of your delivery time period. **Krystal Planet** agrees to perform all manufacturer-recommended maintenance and commercially reasonable repair. Additionally, **Krystal Planet** agrees to maintain proper insurance coverage for the turbine. All this stated, **Krystal Planet** can't guarantee that the wind turbine will operate commercially during any given period or generate any particular amount of given period.

**Billing and Payment.** You will be billed separately by **Krystal Planet** for the Future Green Tags you purchase. In all cases, you will continue to receive an electricity bill from your utility, and your utility will expect payment. Any power outages or other electricity service problems should be directed to your electric utility. We have no responsibility for the quality of the goods and services your electric utility provides or for the accuracy of your local electric utility bill.

**Krystal Planet** will activate your account and begin your service as soon as your order is received. **Krystal Planet**, its successors, agents or assigns will typically send you a separate monthly bill for the renewable energy upgrade that you select. **Krystal Planet** will credit your account and bill you when your account once again shows an amount due. (We recognize that many prefer less frequent billing, but we adhere to monthly billing as our norm to stay in sync with our electric utility partners' monthly billing cycles.) **Krystal Planet** will assess a fee (the flat amount you select when you sign up online) each month for your renewable energy purchase that is based on your average monthly electricity bill, the percentage of monthly electricity purchases that you choose to convert to green, and your state of residence provided to **KP**. Your green energy premium will not change over time. No additional or special fees will be assessed. We will let you know exactly how many kilowatt hours (kWh) you are replacing each month with renewable energy. All bills are due and payable upon receipt. If you are unable to pay your bill in full due to temporary financial hardship, please call **KP**



Customer Service or email us at [info@krystal-planet.com](mailto:info@krystal-planet.com). Our mailing address is **Krystal Planet**, 8527 Bluejacket Street, Lenexa, KS 66214. We will assist you in making special payment arrangements.

**Controlling Provisions.** All matters affecting the interpretation of this agreement shall be governed by and construed according to the laws of the State of Delaware. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED. Should any part of this agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this agreement.

# Terms & Conditions for Products

**These T&C's ONLY apply to Products, such as Fuel Catalyst, energy savings products, etc.**

In accordance with the terms and conditions contained in this Order Form, I hereby order these products as an Energy Consultant (Eco) or customer, (hereinafter referred to collectively as "Customer") with Krystal Planet Corporation and its affiliates (hereinafter referred to as KP), and hereby state and agree (the "Agreement") as follows:

1. SHIPPING POLICY - NEW CUSTOMER ORDERS pays the shipping and sales taxes on orders submitted online on any of KP's websites, and on original Order forms and/or Applications. Any shipping and/or sales tax charges on orders submitted via any method other than online orders on KP's website(s) shall be subject to a modification of charges when the order is entered online and accurate shipping and sales tax charges are calculated online. The CUSTOMER hereby agrees to such modification of shipping and/or sales tax charges. For exact amount of such charges, it is recommended that all CUSTOMER orders are entered online.
2. SHIPPING POLICY- RESHIPMENTS/RETURNS - All orders are shipped to the address of record of the ordering CUSTOMER unless otherwise stated on the order. If the order is returned as refused, improper address, undeliverable as addressed, undeliverable by UPS due to a PO Box address (UPS does not deliver to PO Boxes), the ordering CUSTOMER is responsible for the original and the additional shipping and handling charges, if any, caused by reshipment.
3. SALES TAXES - KP collects sales taxes on the retail-selling price of each CUSTOMER product order unless the CUSTOMER has a business sales tax certificate on file at our home offices. Although each CUSTOMER is responsible for their own business taxes, including sales taxes, most states levying sales tax prefer that KP collect and remit one combined monthly retail sales tax report for all CUSTOMERS rather than causing 1,000's of home based CUSTOMERS to obtain their own business sales tax number. By forwarding sales tax on the retail selling price (Eco cost if for personal use by the Eco), the CUSTOMER has met their reporting requirements through the KP home office combined report.
4. SPECIAL HANDLING - Special handling requests, such as 2nd Day Air or overnight delivery are available on request at additional charge. This charge will include the normal shipping fees plus any actual additional special handling charge requested. The minimum special handling charge is \$10.00.
5. REPURCHASE POLICY - All KP products carry a 100% satisfaction guarantee upon initial delivery. WITHIN 30 DAYS OF RECEIPT OF PRODUCT, CUSTOMERS MAY RETURN ANY UNENCUMBERED PRODUCT IN A CURRENTLY MARKETABLE AND RESALABLE CONDITION FOR REPURCHASE AT 100% OF THE PURCHASE PRICE, LESS SHIPPING AND HANDLING, LESS ANY COMMISSIONS EARNED AS AN CUSTOMER ON THAT PRODUCT SALE.
6. Before returning any shipment for any reason to KP, the CUSTOMER must email or call the home office to request a RETURN AUTHORIZATION NUMBER (RAN). This number must be clearly written above the return-mailing label on the OUTSIDE OF THE BOX. All product must be shipped to KP freight and insurance prepaid by the CUSTOMER. All repurchases must be in their original, resalable condition. This repurchase procedure may vary in certain states where different repurchase, requirements are imposed by statute. State laws dictate the terms of the repurchase policy. All repurchase requests must be in writing and signed by the respective CUSTOMER.
7. EXCHANGE POLICY - An CUSTOMER may return product for exchange up to thirty (30) days from the date of delivery whether defective or not. All products must be shipped to KP freight and insurance prepaid by the CUSTOMER, and must be in its original, resalable condition. Credit for exchanges will be allowed per the same refund schedule outlined under #5 of these Terms and Conditions of order, with the shipping and handling charges for the new product exchange order prepaid by the CUSTOMER.
8. CREDIT CARD ACCEPTANCE AGREEMENT: As a convenience to me in placing initial and future wholesale business purchase orders, I may supply you with my signature and my confidential checking account and/or credit card account information for your files exclusively for the purpose of ordering products and services for my business, including shipping and handling fees, from KP. For Ecos only: as an Eco with KP, I operate my own business and am responsible for all business decisions made on behalf of my business. As a businessperson, I am familiar with the quality and cost of the product(s) I am ordering, or will order in the future for resale within my business. As a businessperson I understand that I am ordering all products at Eco cost in order to use and resell such products for the purpose of generating a personal retail profit for my business. As an independent businessperson, I understand and agree that I have a merchant rather than a consumer relationship with KP when ordering using my debit or credit card. I am not purchasing products under the same conditions or purposes as a retail consumer; rather, I am executing a business decision and purchase order for the purpose of generating a profit from the requested credit card transaction. I am fully aware of and satisfied with the quality of products, shipping charges, and other pertinent details of such transactions with KP and agree that should I become dissatisfied in any manner with KP, I hereby waive my right of cancellation, refund, or billing dispute of any authorized charges placed on my debit or credit card account except as according to the published Eco Policies and Procedures. I understand and agree that should I execute a personal business decision to order products, literature, or other items from KP on behalf of any other person using my debit or credit card account, that I will be bound by the terms of this Agreement regardless of any decision or actions taken by the person I am ordering for, and agree to hold KP harmless from any dispute I or KP may have with this person due to my business decisions or actions.

# PLANET PATRON CONTRACT

This section only applies to the Planet Patron monthly service contract

**THIS CONSUMER CONTRACT ("Contract") is made effective as of the date of online signup by and between the Buyer of the PLANET PATRON product as designated online ("Buyer" or "you"), and Krystal Planet ("Seller" or "Us" or "We").**

W I T N E S S E T H :

**WHEREAS, this Contract binds the Buyer and Seller to the following terms and conditions:**

Your Monthly Payment: \$30.00 (U.S.) per month  
Total Number of Payments: 60 payments beginning on the date of online signup

Monthly Fees: You agree to pay monthly payments to maintain your commitment as set out above. All monthly payments are subject to the terms and conditions described below.

- 1. Notice.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
- 2. Default.** You will be in Default if you breach any of this Contract's terms and conditions, if you fail to pay any installment within 30 days after the date when such installment is due. If you are in Default, your membership privileges may be denied. Acceptance of any payment after Default will not release the Buyer from any obligations under this Contract. After the scheduled end of your payments under this Contract, you agree to pay interest at the Annual Percentage Rate of 10% on that part of the Amount Financed that you still owe. We may get a court judgment against the Buyer for the amount still owed and the Buyer will have to agree to pay any court costs and reasonable lawyer's fees, where permitted, involved in collecting amounts owed under this Contract, as determined by a Court. Any judgment will bear interest at the highest rate allowed by law.
- 3. Obligations Absolute.** Other than in the event of permitted cancellations described below, Buyer shall not be excused from the obligation to make any payment in accordance with this Contract, and Buyer may not reduce the amount of any payment for any reason. Payments are applied first to any past due obligations on prior contracts, then to fees or charges assessed, if any, and then to payments in the order in which they are scheduled to be made; provided, however, that late charges will not be assessed if the only delinquency is attributable to a late charge assessed on a prior payment.
- 4. Assignment.** This Contract may be assigned by us and, if assigned, the term "Company" will also mean the company to which this Contract is assigned. If this Contract is assigned, the assignee shall have all our rights and powers under this Contract. In the event of assignment, we reserve our rights to assert any defenses we have or may have under this Contract. Commitments are not transferable unless otherwise provided in Paragraph 20. If this Commitment is not transferable, neither buyer nor Member may sell, assign, or transfer this Contract, his or any such attempted sale, assignment or transfer shall be null and void.
- 5. Cancellation within 3 Days.** The Buyer has the right to cancel this Contract by sending written notice of intent to cancel within three business days after the first business day after this Contract is approved by the Buyer online and all monies paid pursuant to this Contract will be refunded to you. A business day shall mean any day Monday through Friday. If the Buyer cancels in accordance with this paragraph, please return with your (the Buyer) notice a printed copy of this Contract. To cancel, send written notice, by registered or certified mail to **Krystal Planet**, 8527 Bluejacket Street, Lenexa, KS 66214, Attn: Cancellation Department. Upon cancellation, we will refund all of your payments to you within 30 days after receipt of a written cancellation notice. Buyer cannot cancel Commitment with his or her Energy Consultant. Your rights to cancel described in this paragraph 5 are in addition to any other Contract rights or remedies provided by law.
- 6. Cancellation Upon Death or Disability.** If Buyer dies or becomes disabled whereby Buyer is unable to receive all services contracted for, Buyer may cancel Buyer's Commitment by sending written notice of cancellation by certified or registered mail to our office listed in paragraph 5, and Buyer or Buyer's estate, as the case may be, shall be liable for only that portion of the charges allocable to the time prior to the death and/or onset of such disability. The cancellation notice for disability should include the following information: diagnosis, extent of disability, date of onset and estimated duration of disability. Following cancellation, you will receive a refund of the amounts you have paid allocable after the date of death or the onset of such disability within 30 days after the receipt of a written cancellation notice. Buyer agrees to supply the Company's consulting physician with satisfactory written evidence of death or disability. Buyer agrees that we may verify any disability directly with Buyer's physician. If you cancel in accordance to this paragraph, return a copy of this contract along with your written cancellation notice.

7. **Cancellation Rights and Cancellation Fees.** Buyer may cancel this Contract at any time, but must pay cancellation fees upon doing so. If Buyer cancels this Contract within one year of the Contract's start date, Buyer must pay a **\$900** Cancellation fee (equal to half of the 5 year Commitment). If Buyer cancels this Contract between the first and second year of the Contract's start date, Buyer must pay a **\$720** Cancellation fee (equal to half of a 4 year Commitment). If Buyer cancels this Contract between the second and third years of the Contract's start date, Buyer must pay a **\$540** Cancellation fee (equal to half of the 3 year Commitment). If Buyer cancels this Contract between the third and fourth years of the Contract's start date, Buyer must pay a **\$360** Cancellation fee (equal to half of the 2 year Commitment). If Buyer cancels this Contract between the fourth and fifth year of the Contract's start date, Buyer must pay a **\$180** Cancellation fee (equal to half of the 1 year Commitment). To cancel under this paragraph, return to our office listed in paragraph 5 your written notice of cancellation, a check for the Cancellation fee and a copy of this contract. Following cancellation, Buyer will receive a prorated refund of the amounts you have paid for the remainder of the month. Buyer's cancellation will be effective within 30 days after receipt of a written cancellation notice. A cancellation acknowledgement will be sent, or additional documents requested within 10 business days after we receive your written cancellation notice pursuant to paragraphs 5-7.
8. **Delayed Commitment Rights.** Buyer may temporarily stop monthly payments for a period of 90 days for any reason, but must resume monthly payments after the 90 day period and pay a Delayed Payment fee of \$15. In this case, once the payments are resumed, the Buyer must continue payments until all 60 payments are made. Delayed Payment Rights for Buyer's commitment can only be exercised one time during the 60 month contract period. To temporarily stop monthly payments for 90 days, Buyer must send written notice 15 days in advance of the date to stop the payments to **Krystal Planet**, 8527 Bluejacket Street, Lenexa, KS 66214, ATTN: Delayed Payments.
9. **Reservation of Rights.** We reserve the right at any time to amend the cost of, modify and/or eliminate the PLANET PATRON products at our sole discretion.
10. **Dishonored Check/Automatic Payment Charges.** Where permitted by law, Buyer agrees to pay a \$25.00 fee or other permitted maximum amount for (a) any dishonored or returned check or other item, and (b) any Automatic Payment authorized by Buyer which is rejected or not honored by Buyer's bank or credit card issuer for any reason, along with any costs and expenses incurred in connection with collection of such dishonored, returned or rejected check, other item or Automatic Payment.
11. **Exclusive Agreement.** This Contract constitutes the entire and exclusive agreement between the parties and cancels and supercedes all prior promises, representations, understandings and/or agreements relating to this Commitment purchase. This Contract may be modified only by an instrument in writing; however, we or any assignee of this Contract are authorized to correct patent errors in this Contract and Buyer may verbally authorize payment of the outstanding balance of the Commitment fee by the Automatic Payment Plan. At our option, this Contract shall be null and void if it is not completed by our employee in accordance with our then current pricing and payment programs. No change to any printed term in this Contract shall be valid.
12. **Governing Law.** This Contract is governed by the laws of the state in which it is signed and, to the extent preempted, by federal law.
13. **Miscellaneous.** The provisions of this Contract are severable if any provision is determined to be illegal or unenforceable the remaining provisions and any partially enforceable provision shall nevertheless be enforceable unless otherwise prohibited by state law. Our failure to enforce any remedy or provision of this Contract shall not be construed as a waiver of such remedy or provision.
14. **Product Description.** PLANET PATRON provides the Buyer with 60 months of future renewable energy credits (*FutureWind<sup>SM</sup>*) equal to 1 Megawatt hour per month, the Buyer's choice of a monthly DVD or Gift Certificate, and the choice to have **Krystal Planet** donate the Buyer's future renewable energy credits to a non-profit organization (on the buyer's behalf), so that the Buyer may be eligible for a tax deduction. Additionally, the Buyer will receive an electronic statement at least annually showing the future renewable energy certificate numbers, the amount eligible for tax deduction, the amount of environmental savings attributed to the renewable energy credit purchases and any gift certificate balance. The Buyer also receives a Welcome Letter, a subscription to **Krystal Planet's** quarterly newsletter, and invitations to special events.
15. **Monthly Payments and Late Fees.** Monthly payments charges will continue to be due each month until you notify us in writing that you wish to cancel this contract. Additionally, Buyer is responsible for updating email and mailing addresses online to ensure that products are delivered monthly to the proper location. If Buyer does not update email and/or mailing addresses when these have changed, **Krystal Planet** is not responsible for shipping or emailing products or gifts to the Buyer for the month(s) where changes were not made. If Buyer fails to pay any monthly payments within 30 days after the date such payment is due, Buyer will need to reapply for the Commitment at the prices we are then charging new members, and pay late fees equal to 10% of the monthly payment (where valid by state or federal laws).
16. **Automatic Payment Plan.** When the Buyer elects the Automated Payment Plan online, you are authorizing us, or our agents, to make charges or withdrawals to the accounts you have specified for Commitment fee (until paid in full). If you choose to pay Cancellation fees or Delayed Payment fees, we may charge or withdraw from your account for the amount of such balance (if we have not received a check from you with your written notice). Your Automatic Payment Plan election will remain in effect unless and



until you give written notice of termination to us at the address in paragraph 5 and we have a reasonable opportunity to act on that notice or until you timely notify your bank.

Signed: /s/

Troy A. Helming, CEO (electronic signature)  
Krystal Planet (Seller)  
8527 Bluejacket Street  
Lenexa, KS 66214

I, the Buyer, agree to all the above terms and conditions of this Contract.

\_\_\_\_\_ Date: \_\_\_\_\_