

Ambit Northeast, LLC

Pennsylvania PECO Electric Service Area

Residential Disclosure Statement and Terms of Service

Effective: 6/2/2026
PA PUC License #A-2010-2190276

Winter Break 12 17.9000¢ per kWh

The following is your Disclosure Statement and Terms of Service ("Agreement") with Ambit Northeast, LLC ("Ambit Energy" or "Ambit") for the purchase of electricity supply service. Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Electric Distribution Company (EDC). Ambit Energy is an Electric Generation Supplier (EGS) and will supply electricity for your premise enrolled under this Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electric service Ambit Energy provides to you under this Agreement. The words "we", "us" and "our" refer to Ambit Energy and the words "you" and "your" refer to the Customer. Please retain this Disclosure Statement and Terms of Service for your records.

Ambit Energy is licensed by the Pennsylvania Public Utility Commission (PA PUC) to offer electric generation supply services in Pennsylvania. Generation supply prices and charges are set by Ambit Energy, the EGS you have chosen. The PA PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will receive a single bill from your EDC that includes your Ambit Energy supply charges as well as the EDC delivery charges.

Definitions:

Generation Charge - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

Transmission Charge - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

Distribution Charge - Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.

Terms of Service:

Length of Agreement: The term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC or the product change takes effect. If you have a fixed rate plan your service shall commence for the number of billing cycles (months) stated in plan name above. If a new plan is not selected at the end of the fixed rate term plan, your account will automatically renew for successive one (1) month billing cycles on our default month-to-month variable plan. If you have chosen a variable plan your service shall commence for a one (1) month term (Initial Term) at the rate stated above. Variable rate service will automatically renew for successive one (1) month billing cycles.

Price: The fixed rate is for the specified number of billing cycles (months) contained in the plan name as shown above. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state sales tax and county tax. **Variable rates can go up and down. Variable rates may change each billing period. There is no limit on how high the price can go. Your variable rate will be disclosed at the time of billing.** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. You can review the previous twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at ambitenergy.com or by calling (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing.

Renewal Terms and Material Changes: If you have a fixed duration contract that will be ending, or whenever Ambit Energy wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.

If you do not select a new plan by the current contract expiration date, your account will transition to our default month-to-month variable plan. If you find the term change(s) unacceptable, you may choose another supplier or return to EDC default service without any penalty to you.

You can renew by logging on to your account management site at ambitenergy.com, calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

Right to Rescind: You may rescind this Agreement, without fee or penalty of any kind, at any time before midnight of the third business day following receipt of the Disclosure Statement and Terms of Service. You have several options on how you can rescind this Agreement: by phone, in writing or by sending a fax. Please refer to the Contact Information section for important phone numbers and addresses. If you rescind in writing, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the Commission, by calling the Commission at (800) 692-7380 and the Office of Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.

Assignment: Ambit Energy may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a certified Electric Generation Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Ambit Energy will provide the Customer with a 30-day notification prior to assigning the Agreement. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder.

Release of Customer Information: Ambit will request Customer's account information from the EDC, and will inform you of the specific type of information it may obtain and the purpose for obtaining it. Such information includes, but is not limited to, your account number, meter reading data, rate class, energy usage, address(es) and telephone number. By entering into this Agreement, you are consenting to the release of such information by the EDC to Ambit. Ambit will maintain the confidentiality of your personal information including your name, address, telephone number, energy usage and historic payment information, as required by applicable Commission regulations and Federal and State laws.

Cancellation Fee: No cancellation or early termination fees apply to this product.

Winter Break Service Plan: You will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

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VERSION DATE: AUGUST 4, 2023

SERVICE TERM AND PRODUCT SELECTION: Ambit agrees to sell and you agree to buy the quantity of electricity and/or natural gas delivered to you, as measured or estimated by your Electric Distribution Company (EDC) and/or Natural Gas Distribution Company (NGDC). The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your EDC and/or NGDC processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. The price of the product plan selected includes charges for Ambit Service. You also agree to pay applicable EDC and/or NGDC charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

CONTACT INFORMATION

For questions concerning your rate, service initiation, or service cancellation please contact Ambit Energy using the contact information below:

AMBIT ENERGY

ambitenergy.com
P.O. Box 864589
Plano, TX 75086

Customer Service (877) 282-6248
Fax (877) 805-5606

Operating Hours:
Monday – Sunday 8:00 a.m. – 11:00 p.m. ET

In the event of an emergency, please contact your Electric Distribution Company (EDC) or Natural Gas Distribution Company (NGDC):

Duquesne Light	(888) 393-7000
Met-Ed	(888) 544-4877
PECO	(800) 841-4141
Penelec	(888) 544-4877
Penn Power	(888) 544-4877
PPL Corporation	(800) 342-5775
West Penn Power	(888) 544-4877
UGI Electric	(800) 276-2722
National Fuel Gas	(800) 444-3130

PENNSYLVANIA PUBLIC UTILITY COMMISSION (PA PUC)

PO Box 3265
Harrisburg, PA 17105-3265

UTILITY CHOICE HOTLINE (800) 692-7380

You understand and acknowledge that product selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to your account by your EDC and/or NGDC. If the information received from the EDC and/or NGDC does not match the requested Ambit product, customer agrees that Ambit will contact you, at which time the customer may select another product or remain with the EDC or NGDC or choose another EGS or NGS. If another product is selected, the customer will receive an updated Contract Summary and Agreement from Ambit.

CANCELLATION AND SWITCHING PROCEDURES: You or Ambit may cancel this Agreement at any time. To notify Ambit of your cancellation, contact Ambit using one of the methods referenced in the Contact Information section above. Cancellation will be effective on your next available meter reading date after Ambit and your EDC or NGDC processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date. Ambit reserves the right to cancel this Agreement (i) if your EDC or NGDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC or NGDC and Ambit; or (iii) if the EDC or NGDC removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply.

This Agreement will be automatically terminated if: (i) your requested service location is not served by the EDC or NGDC, (ii) if you move outside the EDC's or NGDC's territory, or outside Ambit's service area, or (iii) Ambit returns you to EDC or NGDC service.

BILLING AND PAYMENT: Your EDC or NGDC will continue to deliver your electricity or natural gas, read your meter, send your bill, and make necessary repairs. Your EDC and/or NGDC monthly bill will include Ambit Service charges, as well as applicable EDC or NGDC charges, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. You will continue to be responsible for all charges assessed by your EDC or NGDC, including any applicable switching fees, service and delivery charges, late fees, other fees, or taxes specifically associated with services it provides during the term of this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the EDC or NGDC is unable to read your electric meter, the EDC or NGDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.

You will make payment directly to the EDC or NGDC in accordance with the payment terms stated in their respective tariffs, unless it is necessary that Ambit bill you directly. You will pay each monthly bill in full in accordance with applicable tariffs or regulations or be subject to a late payment charge calculated in accordance with such tariffs or regulations.

FREE ENERGY: Earn Free Energy when you refer friends and family to become an Ambit customer. Your Free Energy credit is based on the average daily energy cost of your referred customers, calculated from invoices received over the last seventy (70) days. The average daily energy cost is then multiplied by the number of days in your current monthly billing cycle. This amount is your Free Energy credit. If you have at least fifteen (15) qualified customers when we calculate your bill, we'll apply that amount up to the amount of your total Ambit monthly

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bill (not including taxes and other fees) as a credit or send you a check (depending on your area). As long as you maintain a minimum of fifteen (15) qualified customers, you'll continue to be eligible to receive Free Energy credit. For more information, please refer to the Free Energy section on ambitenergy.com.

TAXES AND LAWS: Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

UNIVERSAL SERVICE PROGRAMS: For more information about the Universal Services programs, please use the contact number below for your service area:

West Penn Power (LIPURP)	(800) 207-1250
Duquesne (CAP)	(888) 393-7600
Met-Ed (PCAP)	(800) 962-4848
PECO (CAP Rate)	(800) 744-7040
Penelec (PCAP)	(800) 962-4848
Penn Power (PCAP)	(800) 720-3600
PPL (On track)	(800) 358-6623
UGI Electric	(800) 844-9276
National Fuel Gas (LIRA)	(800) 365-3234

ELIGIBILITY: Ambit does not determine eligibility for pricing based on credit history, EDC or NDGC payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

INFORMATION RELEASE AUTHORIZATION: An EDC, NGDC, NGS or EGS, may not release private customer information to a third party unless the customer has been notified of the intent and has been given a convenient method of notifying the entity of the customer's desire to restrict the release of the private information. A customer of an EDC, NGDC, NGS or EGS may restrict the release of either: 1) the customer's telephone number; or 2) the customer's historical billing data.

Customers shall be permitted to restrict information as specified above by returning a signed form, or by telephone or electronic communication. Nothing in this section prohibits the EDC, NGDC, NGS or EGS from performing their mandatory obligations to provide electricity service as specified in the Agreement and the Pennsylvania Code.

AGENCY: You appoint Ambit as its agent to acquire supply necessary to meet your energy needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the EDC or NGDC needed to deliver energy to your premises. These services are provided on an arm's-length basis, and market-based compensation is included in the price noted in this Agreement.

SEVERABILITY: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

DELAYS OR FAILURE TO EXERCISE RIGHTS: No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement

and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

ACCEPTANCE AND AMENDMENTS: This Agreement shall not become effective until accepted by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation. Customers will be provided two (2) notices of such amendment. Refer to the Renewal Terms and Material Changes section of this Agreement for more information.

Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective without penalty. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

FORCE MAJEURE: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC/NDGC or any transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

ASSIGNMENT: Ambit may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to a certified EGS or NGS, as applicable. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Ambit will provide the customer with a 30-day notification prior to assigning the Agreement. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder.

LIMITATIONS OF LIABILITY: Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

REPRESENTATIONS AND WARRANTIES: The Service under this Agreement will meet the applicable EDC's and/or NDGC's standards and may be supplied from a variety of sources. Electricity is the product of a mix of generation energy sources, that is delivered over a system of

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wires. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

GOVERNING LAW: This Agreement shall be governed by, enforced and performed in accordance with the rules of the PA PUC. If, during the initial Term or any Renewal Term, any change in, or enactment of, any rule, regulatory action, order, regulation, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, changes in your load profile, ordinance, statute, or law beyond Ambit's reasonable control ("Change in Law") results in an increased cost to Ambit or Ambit is prevented, prohibited, or frustrated from carrying out its intent under this agreement, Ambit can terminate this Agreement with notice to you as required under applicable law or adjust your rate. If Ambit adjusts the rate and/or other terms, you will be provided an updated Agreement and you will have an opportunity to terminate without any further obligation by notifying Ambit in writing within thirty (30) days after receiving the updated Agreement.

DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

SUMMARY: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care Team at (877) 282- 6248. Customer can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. If the customer is not satisfied after discussing the terms of service with Ambit the customer can contact the PA PUC pursuant to its Complaint Handling Procedure at (800) 692-7380. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by PA PUC decision.

ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.

In the unlikely event that Ambit's customer service department or the PA PUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly

interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled.

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA

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filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you will receive two (2) separate written notifications that proceed either the expiration date of the contract or the effective date of the proposed changes. These notifications will explain your options going forward. You may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.