

Things You Must Know

1. FOLLOW THE LAW. As a business owner, you have a duty to respect all laws applicable in the industry and jurisdiction in which you conduct business. The retail energy market in Alberta is governed by several important laws and regulations. Please see the “Things You Must Know In Alberta” page and the “Alberta In-Person Sales Requirement” document, which outlines the Direct Selling marketing requirements in Alberta.

ENERGY MARKETING AND RESIDENTIAL HEAT SUB-METERING REGULATION OF THE FAIR TRADING ACT (Alberta Regulation 246/2005). Alberta Regulation 246/2005 outlines our special requirements for marketing energy products to Alberta customers. You are required as an Ambit Consultant to familiarize yourself with Sections 1, 8, 12, 13, 14, 17, 18.1, 19, 20, and 21, and Schedule 2 of this regulation. You can find the full text of this regulation at http://www.qp.alberta.ca/documents/Regs/2005_246.pdf.

2. KNOWLEDGE IS POWER. It is your responsibility to ensure prospective customers are fully informed of Ambit Energy Canada’s Terms & Conditions as well as how to contact Ambit Energy Canada’s Customer Care using our toll-free number to obtain information about Ambit Energy Canada’s procedure for handling billing questions, disputes, or complaints. Please read Ambit Energy Canada’s Terms & Conditions, including the large box on the first page for important plan details. You are required to have a copy of the Terms & Conditions available at all times when marketing Ambit Energy Canada’s products.

3. PAYMENT OPTIONS. It is important to know the payment options available to the customer. Payments should be sent directly to Ambit Energy Canada.

4. INAPPROPRIATE USE OF NAME, LIKENESS, OR LOGO. ATCO Electric and ATCO Gas provide delivery service when a customer switches to Ambit Energy Canada. Ambit Energy Canada does not sell ATCO Electric or ATCO Gas delivery supply. You are strictly prohibited from using the ATCO Electric and ATCO Gas names and logos. Ambit Energy Canada is a separate, unaffiliated entity that is NOT a partner of either of these utilities. Never give the impression that Ambit Energy Canada is in any way affiliated as a partner or otherwise to ATCO Electric or ATCO Gas. To do so gives a false impression. You should clearly state to the customer that neither you nor Ambit Energy Canada is associated with ATCO Electric or ATCO Gas.

5. DELIVERY (UTILITY) & SUPPLY (Competitive Retailer-AMBIT ENERGY CANADA). As an Independent Consultant, it is important to understand the difference between a Competitive Retailer and a Distribution Utility. Ambit Energy Canada, a Competitive Retailer (abbreviated as “Retailer”), provides the customer’s energy supply. The Distribution Utility, such as ATCO Electric, delivers Ambit Energy Canada supply and is available to respond to leaks and other emergencies should they occur. If you have any questions about the relationship between a Retailer and a Distribution Utility, please give Ambit a call at 1-877-282-6248 or email compliance@ambitenergy.com for more information.

6. USE ONLY MARKETING MATERIALS APPROVED BY AMBIT ENERGY CANADA. To assist with marketing your Ambit Consultant business, Ambit Energy Canada’s team of marketing professionals has created marketing materials for your use. Ambit Energy Canada requires all Consultants to use only marketing materials approved by Ambit Energy Corporate. You can find all currently approved Alberta marketing materials online in Power Zone. Marketing materials

that do not appear in Power Zone are not approved for use. You must send any marketing materials you have created to Ambit Energy Corporate for approval by emailing them to marketingteam@ambitenergy.com. Once approved, you are free to use such materials.

7. DO NOT ENGAGE IN TELEMARKETING, MASS EMAILING, AND/OR MASS DIRECT MAILING. You are strictly prohibited from utilizing telemarketing, mass emailing (i.e., spamming), and mass direct mailing to solicit customers. This rule not only applies in Alberta, but in all our Domestic states and other international markets.

8. DO NOT DECEIVE OR MISLEAD. Do not engage in misleading or deceptive conduct. If you have questions about a particular mode of gathering customers, please contact us any time at compliance@ambitenergy.com. Don't hesitate to ask!

9. DO NOT MAKE FALSE OR MISLEADING REPRESENTATIONS. When quoting a rate to a prospective customer, please only provide the information disclosed on Ambit Energy Canada's Terms & Conditions. The "Important Information Regarding Your Ambit Energy Plan" box on the Ambit Energy Canada Terms of Service discloses the price and other important details about the plan. You can also explain our offer by handing the customer a copy of any Ambit Energy Canada marketing flyer you find on Power Zone.

10. THE AMBIT ENERGY CANADA COMPENSATION PLAN. The Ambit Energy Canada Compensation Plan is based on the sale of Ambit products and services to end consumers. Consultants must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

11. ACCURATE REPRESENTATION OF ALL COMPENSATION AND SERVICES. Consultants will familiarize themselves with Ambit's Compensation Plan and energy service and will represent those to their Customers and prospective Independent Consultants accurately and without exaggeration. Any claims, representations or statements Consultants make regarding Ambit will be those included in the Ambit Energy Canada literature.

12. ONLY THE CUSTOMER MAY AUTHORIZE A TRANSFER OF SERVICE. Slamming is the unauthorized switch of a Customer's energy service. Consultants must never switch, or attempt to switch, any individual or entity to Ambit Energy Canada's services unless the person has authorized the transfer, and consented to change their service to Ambit Energy Canada in accordance with the company's established enrolment process in that province.

13. THIRD-PARTY VERIFICATION (TPV) REQUIREMENTS. Consultants are strictly prohibited from representing themselves as the Customer they are enrolling for service. Consultants shall neither perform third-party verification ("TPV") for the Customer nor interfere with TPV by guiding a Customer's answers or remaining on the line during the recorded TPV call. Consultants shall not complete enrolment for the Customer, sign documents for the Customer, nor act on behalf of the Customer.

14. PROHIBITION OF "BONUS BUYING" AND FRAUDULENT ENROLLMENTS. Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrolment of individuals or entities without the knowledge of and/ or execution of an Independent Consultant Application and Agreement by such individuals or entities; (b) the fraudulent enrolment of an individual or entity as a Consultant or Customer; (c) the enrolment or attempted enrolment of nonexistent individuals or entities as Consultants or Customers ("phantoms"); (d) Purchasing Ambit products or services on behalf of another Consultant or Customer, or under another Consultant's or Customer's I.D. number, to qualify for commissions or bonuses; and/or (e) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end-user consumers.

15. PROHIBITION OF FALSE CLAIMS REGARDING ENDORSEMENTS OR APPROVALS. Neither federal nor provincial regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Consultants shall not represent or imply that Ambit or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

16. AMBIT ENERGY CANADA'S RIGHT TO AMEND AGREEMENT AND PRICING. Because federal, provincial and local laws, as well as the business environment, periodically change; Ambit Energy Canada reserves the right to amend the Agreement and its prices at its sole and absolute discretion. By signing the Consultant Agreement, a Consultant agrees to abide by all amendments or modifications that Ambit Energy Canada elects to make. With the exception of amendments to or termination of Section 9.2.2, which are discussed more fully in the complete Policies and Procedures document, amendments shall be effective upon notice to all Consultants that the Agreement has been modified.

17. QUESTIONS AND CONTACT INFORMATION. Questions? We are here to help. Please feel free to contact us:

By **FAX** (toll-free) 877-575-1354

By **PHONE** (toll-free) 877-302-6248

By **EMAIL** consultantsupport@ambitenergy.com and marketingteam@ambitenergy.com