



Independent Consultant Application

1. I, the undersigned applicant, am at least 18 years of age and therefore of legal age in the state in which the Agreement, including this Application, has been executed by me. The "Agreement" is a fully integrated agreement composed of this Application, the Ambit Policies and Procedures, the Ambit Compensation Plan, and the Business Entity Application (if applicable), all of which are incorporated herein. This Agreement constitutes the entire agreement between the parties hereto, and no other additional promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by an authorized officer of Ambit. I agree that my relationship with Ambit as an Independent Consultant ("Consultant") is that of a contracting independent contractor; and that I alone determine the nature and extent of my activities and hours. I am not an agent, legal representative, or employee of any Ambit-related entity including Ambit Marketing, LLC's ultimate parent company and its related subsidiaries and affiliates (collectively, the "Ambit Companies") and I will not represent that I am otherwise to any third party. I understand that I may not make purchases or enter into any agreements that will bind Ambit Companies or its suppliers in any way whatsoever. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory or taxing agency.
2. I understand that I am not required to become an Ambit Energy customer in order to become a Consultant. If I choose to become an Ambit Energy customer, I agree to abide by my Agreement with Ambit Energy ("My Ambit Energy Agreement") and pay for the electric services provided by Ambit Energy under My Ambit Energy Agreement. If I fail to pay for service provided under My Ambit Energy Agreement, then Ambit may in its sole discretion terminate this Agreement and/or apply any compensation, including commissions, due to the complete satisfaction of the unpaid balance owed to Ambit Energy.
3. I acknowledge that I have received and read in full the Ambit Policies and Procedures, which are fully incorporated herein and are part of the fully integrated Agreement. I agree to abide by and act in accordance with the Ambit Policies and Procedures, together with all changes thereto. Ambit may, in its sole discretion, which shall be exercised reasonably and in good faith, from time to time amend or modify the Agreement (including the Application, Policies and Procedures, and Compensation Plan), as provided in the Policies and Procedures. No amendment or modification shall change the independent contractor status of any Consultant.
4. I understand that I may not create audio or video recordings, develop materials, or place non-corporate-created/approved advertisements of any kind for use in soliciting or attracting customers and/or Independent Consultants without the express written permission of Ambit, including as specified in Section 4.5.2 of the Policies and Procedures. Ambit shall periodically make various sales literature and/or promotion materials available. I, however, am under no obligation to purchase any quantities of those materials or literature at any time. Rather, I will have the option to order and purchase any sales literature or promotional materials that I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items in accordance with Section 11.4 of the Policies and Procedures. I understand that Ambit is a member of the Direct Selling Association and provides certain assurances under the Direct Selling Association Code of Ethics (www.dsa.org/code), including provisions dealing with the return of inventory.
5. I agree that I will not divulge the business secrets of Ambit Companies to third persons, in whole or in part, nor shall I utilize such business secrets for any business or commercial purpose, alone or in conjunction with others. As used in the Agreement, the term "business secrets" shall include, but is not limited to, the following: the names and addresses of Ambit Independent Consultants and all the lists associated therewith; the present and planned products, services and pricing of the Ambit Companies; the present and future organizational, compensation and sales programs of such companies; and the financial information and data concerning any officers, directors, employees and shareholders of such companies.
6. I understand this Agreement is non-transferable and that I will not authorize any person to act on my behalf or in my place without prior written consent from Ambit.
7. I agree to indemnify and hold the Ambit Companies, any of their shareholders, directors, officers and employees harmless from any and all claims, damages and expenses, including any attorney's fees, arising out of my actions or conduct in violation of this Agreement.
8. I understand that disputes between myself and Ambit are governed by the provisions of the Policies and Procedures, including but not limited to the Arbitration Provision found in Section 12.2.2 and the Governing Law, Jurisdiction and Venue Provision found in Section 12.3.
9. As a Consultant, I understand that my primary emphasis is to obtain energy customers who are not also Consultants. I also understand that those customers must reach active status within specified time frames and remain active throughout the pay period as a condition of my receipt of commissions. I further understand and agree that the customers I enroll on Ambit service are deemed to be the customers of Ambit Companies and not my own.
10. I understand that the regulations of the state(s) in which I market may require that Ambit conduct a criminal background check on me. I agree to authorize Ambit to conduct a criminal background check, if required, using an outside agency. I understand that a criminal conviction is not necessarily a bar to my enrollment as a Consultant. If Ambit requires me to undergo a criminal background check, I agree to pay the associated fee.
11. I hereby acknowledge and agree to fully explain all information regarding Ambit's products and/or services required by law, rules or regulations to each potential customer prior to marketing such products and/or services to such customer. Information to explain includes, but is not limited to, product rates and terms, cancellation policy, and any associated fees.
12. I understand that Ambit reserves the right to charge a service fee for each paper commission check that a Consultant receives. This fee will not apply to Consultants who sign up for direct deposit or other payment methods made available by Ambit.
13. I may terminate the Agreement for any reason, at any time, by giving Ambit not less than 30 days written notice at its address listed on the front of this form. Ambit may terminate this Agreement immediately with the Consultant upon breach of any term of this Agreement by the Consultant. Ambit may terminate this Agreement with the Consultant at any time for cause by providing thirty (30) days prior notice.
14. All correspondence should be sent to Ambit Marketing, LLC, Attention: Consultant Support, 6555 Sierra Drive, Irving, TX 75039.
15. I represent and affirm to Ambit that I have not received any representation or statement from Ambit or any other person, upon which I have relied in entering into this Agreement, to the effect: that the business may, can, or will generate income, or be profitable; that new markets and services will be available in the future; or that Ambit will reimburse any financial loss that may occur.
16. I may cancel this transaction, without penalty or obligation, for a full refund, within three (3) business days from the date of this Agreement, exclusive of the date of signing; or if processed electronically, the date this Agreement is submitted to Ambit for processing. If I cancel, I must return at my own expense any literature or materials I have received from Ambit in usable condition. To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally to Ambit a signed, dated copy of a Notice of Cancellation to: Ambit Marketing, LLC, Attention: Consultant Support, P.O. Box 864589, Plano, TX 75086.