

Independent Consultant Application and Agreement

- 1.** I, the undersigned applicant, am at least 18 years of age and therefore of legal age in the state in which this Agreement has been executed by me and understand that this Agreement is not binding until receipt and acceptance by Ambit Marketing, LLC (hereafter referred to as "Ambit" or "Ambit Energy"), at its home office in Dallas, Texas, I agree that my relationship with Ambit as an Independent Consultant ("IC") 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 Consultant, or employee of Ambit 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 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 an Ambit Independent 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 Ambit Energy provided under My Ambit Energy Agreement, then Ambit may in its sole discretion terminate this Independent Consultant 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 the Ambit Policies and Procedures. I agree to abide by and act in accordance with the Ambit Policies and Procedures which are incorporated into and make a part of this Agreement, together with all changes thereto. Ambit may provide Policies and Procedures, and Rules and Regulations for ICs, as well as modify its Compensation Plan and customer services and charges. Such Policies and Procedures, and Rules and Regulations, and Compensations Plan modifications, and customer services and charges, and all changes thereto, shall upon notice to IC, become a binding part of the Agreement. Publication of such changes online through Power Zone or by other means made generally available to ICs shall be deemed notice to all ICs. I agree that all expenses incurred arising out of the performance of the Agreement will be my sole responsibility.
- 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. 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, which I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items for up to one year (time limitation is inapplicable to Massachusetts residents) and receive a refund of 90% of the net purchase price. I will incur the cost of shipping said materials to Ambit. Massachusetts residents will be reimbursed 90% of the purchase price including any additional fees and costs incurred.
- 5.** I agree that I will not divulge the business secrets of Ambit Marketing, LLC, or any other Ambit-related entity (collectively, the "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 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.** As an IC, I understand I am responsible for supporting ICs whom I sponsor. I agree to maintain monthly support to those ICs in my commissionable downline by way of any of the following, or combination thereof: personal contact, telephone communication, written communication and attendance at IC meetings.
- 8.** I agree to indemnify and hold Ambit Companies, its 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.
- 9.** This Agreement is governed under the laws of the State of Texas and shall be so governed without regard to any conflict of laws principles to the contrary. The parties agree that any claim, dispute or other difference between ICs and the Ambit Companies, or among ICs and the Ambit Companies, shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Dallas, Texas. For more information, please see Compliance Section as contained in Ambit's documented Policies and Procedures.
- 10.** As an Ambit IC, I understand that my primary emphasis is to obtain energy customers who are not also ICs. 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.
- 11.** This Agreement, including the Ambit Policies and Procedures incorporated herein by reference, constitute 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.
- 12.** 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 an Ambit Independent Consultant. If Ambit requires me to undergo a criminal background check, I agree to pay the associated fee.
- 13.** Slamming is the unauthorized conversion of a customer's energy service from the current service provider to a new energy company. The slamming of a customer to Ambit's energy service is prohibited by Ambit as set forth herein and in accordance with Ambit's Policies and Procedures, and will result in the immediate termination of the IC and forfeiture of all commissions and other payments. If it is determined that the IC is guilty of slamming, immediate termination as an Ambit Consultant will occur and such IC shall indemnify and hold harmless Ambit from any liability resulting there from.
- 14.** I hereby acknowledge and agree to fully explain the three (3) Federal Business day cancellation policy to each potential customer of Ambit's products and/or services prior to selling such products and/or services to such customer, as required. This policy only applies to customers that choose to "switch" service from their existing provider. Customers that establish new service will not be able to cancel their orders.
- 15.** I understand that I will be eligible to receive compensation from Ambit as described in the Ambit Compensation Plan and it may be changed. I understand the only commissionable events for Ambit Consultants are for end-user customer product and services sales as defined by Ambit. Commissions are not paid solely for sponsoring a Consultant, specific eligibility requirements apply, as outlined in the Ambit Compensation Plan.
- 16.** I understand that Ambit reserves the right to charge a service fee for each paper commission check that an Independent Consultant receives. This fee will not apply to Independent Consultants who sign up for direct deposit or other payment methods made available by Ambit.
- 17.** 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 IC upon breach of any term of this Agreement by the IC. Ambit may terminate this Agreement with the IC without cause by providing thirty (30) days' prior notice.
- 18.** All correspondence should be sent to Ambit Marketing, LLC, Attention: Consultant Support, P.O. Box 864589, Plano, TX 75086.
- 19.** 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 which may occur. Further, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount nor that sponsorship of other ICs is easy to secure or retain or that substantially all ICs will succeed.
- 20.** I agree that during the term of this Agreement, I will not, directly or indirectly, sell to or solicit energy services or other products or services offered by Ambit through any person or entity other than that specifically designated or approved in writing by Ambit. I further agree that I will not, during my relationship with Ambit and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of Ambit whether or not I originally procured or brought such customer to Ambit (such activities are collectively referred to herein as 'Solicitation'). I understand that such non solicitation prohibition shall be strictly enforced and that Ambit shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to Ambit which, I in turn, receive. I further agree that during the term of this Agreement and for a period of one (1) year thereafter, I will not enter into a direct marketing relationship with any company for the purpose of attracting customers and/or Independent Consultants with whom I have a prior relationship. Violation of this covenant and condition will result in forfeiture of all distributorship rights, including all current and future commissions, bonuses and payments of any kind. For complete terms and conditions, please see Section 4.9 Conflicts of Interest/Restrictions on Activities of the Ambit Policies and Procedures.



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21. 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. I understand that if I cancel after the three (3) day period, I am not entitled to a refund. If I cancel, I must return at my own expense the MC Kit and any other 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.

22. As an Ambit IC and without further consideration or compensation, I consent to the use (full or in part) of my name, voice, image, likeness, and any and all attributes of my personality in any marketing or promotional material created or used in connection with Ambit products and services, or the Ambit Independent Consultant Opportunity, and each such item of marketing or promotional material will be considered a "work" for purposes of this agreement. I irrevocably assign to Ambit any and all claims of copyright I may have in and to such works, and the exclusive and perpetual right throughout the world to use, print, produce, publish, copy, display, perform, exhibit, transmit, broadcast, disseminate, market, advertise, sell, lease, license, transfer, modify, and create derivative works from such works in any media or format, now known or unknown, for any purpose whatsoever. I waive any right to inspect or approve such work. I hereby indemnify and hold harmless Ambit, its legal representatives and assigns, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, now known or unknown, in law or in equity, based upon or arising out of such works or this agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement. This agreement will be binding upon my heirs, successors, representatives, and assigns.