



Ambit Energy Advisor Policies and Procedures

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THE AGREEMENT

The "Agreement" is a fully integrated agreement composed of this Ambit Energy Advisor Policies and Procedures ("Policies"), the Ambit Energy Advisor Application, the Ambit Energy Advisor Compensation Plan, and the Privacy Policy, as they may be amended from time to time pursuant to the procedures set forth herein. These contracts are incorporated by reference into one another and form the parties' integrated Agreement. Except as expressly provided herein, in the event of a conflict between any document in the Agreement, the following order of priority shall control: first the Policies, then the Privacy Policy, then the Application, and then the Compensation Plan.

The Agreement constitutes the final, exclusive and complete agreement between you and Ambit Marketing, LLC (herein "Ambit" or the "Company") regarding the subject matter hereof and no other additional promises, representations, guarantees, or agreements regarding the subject matter hereof shall be valid unless in writing and signed by an authorized officer of Ambit. You agree that Ambit has not made and is not making any representations or warranties whatsoever regarding the subject matter of the Agreement, express or implied, except as explicitly stated in the Agreement, and that you are not relying, and have not relied, on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in the Agreement.

INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER NOTICE: THE AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, REQUIRING YOU TO RESOLVE ANY DISPUTE (AS DEFINED BELOW) BETWEEN YOU AND AMBIT THROUGH FINAL AND BINDING INDIVIDUAL ARBITRATION, INSTEAD OF IN COURT, AND REQUIRING YOU TO FOREGO ALL JURY TRIALS AND ALL CLASS, COLLECTIVE, CONSOLIDATED, AGGREGATE, MASS, AND REPRESENTATIVE PROCEEDINGS, AND ALL OTHER TYPES OF COURT PROCEEDINGS OF ANY AND EVERY KIND. BY AGREEING TO THE AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, CAREFULLY CONSIDERED, AND UNDERSTAND ALL OF THE PROVISIONS OF THE INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER PROVISIONS, AND THAT YOU EXPRESSLY AGREE TO BE BOUND THEREBY.

SECTION 1: CODE OF ETHICS

Ambit is guided by core principles that emphasize integrity, excellence, commitment and enthusiasm in all that we do. Everything we do is based on our commitment to improve the lives of our Customers, employees and Advisors (“Advisor”). We want Advisors who will embrace these values with us. Therefore, we insist that Advisors operate within the parameters of the parties’ Agreement. Advisors will not, in any way, attempt to persuade, induce or coerce another party to breach the Agreement. Any such action is considered a violation of the Agreement. Any questions regarding this Code of Ethics should be directed to Field Compliance at mfacompliance@ambitenergy.com.

1.1: ADHERENCE WITH LAWS. Advisors will comply with all applicable laws and regulations of every jurisdiction in which they conduct their independent businesses, regardless of whether such laws or regulations are expressly referenced herein.

1.2: DECEPTIVE AND UNLAWFUL RETAIL CONSUMER PRACTICES. To ensure compliance with all applicable laws and regulations, Advisors will not engage in any deceptive, unlawful or unethical retail consumer practices that may be detrimental to or reflect poorly on Ambit.

1.2.1: SLAMMING. Advisors must never switch, or attempt to switch, any individual or entity to Ambit Energy’s services unless the Customer affirmatively and voluntarily made the change by any method approved by the state public service commission.

1.2.2: ENROLLMENT PROHIBITIONS. Advisors must comply with all requirements of the state public service commission to ensure each Ambit Customer enrollment is authorized. Advisors are prohibited from having any of his/her contact information (phone number or email) associated with a Customer account unless: (1) the Advisor has the same residential address as the Customer; or (2) the Advisor provides proof of ownership or other supporting documentation that shows the Advisor as the person authorized to make changes for non-residential addresses. Advisors must comply with all regulatory third-party verification (“TPV”) prohibitions, such as not interfering with the TPV by guiding Customer’s answers and remaining on the line during the recorded TPV call.

1.2.3: CLAIMING TO BE THE CUSTOMER. Advisors are strictly prohibited from holding themselves out as the Customer.

1.2.4: CLAIMS REGARDING PRODUCTS AND SERVICES. Advisors are prohibited from making false, misleading, or potentially misleading claims, representations, or testimonials when offering Ambit’s energy products and services as it is unlawful to do so. To ensure compliance with all applicable laws and regulations, Advisors must submit any materials promoting Ambit’s products and services for review through PowerZone or to Ambit Marketing at MarketingTeam@ambitenergy.com and receive written approval for use of such materials prior to use. Approved materials regarding Ambit’s products and services include only those materials that: (1) are made available to Advisors through PowerZone; or (2) have been expressly approved in writing by Ambit.

1.3: DECEPTIVE AND UNLAWFUL ADVISOR PRACTICES. Advisors will not engage in any deceptive, unlawful or unethical Advisor practices that may be detrimental to or reflect poorly on Ambit. As a member of the Direct Selling Association (“DSA”), Ambit and its Advisors are expected to comply with the DSA’s Code of Ethics.

1.3.1: INCOME CLAIMS REGARDING THE AMBIT OPPORTUNITY AND COMPENSATION PLAN. When presenting or discussing the Ambit business opportunity (“Ambit Opportunity”) or Compensation Plan, Advisors may not make income claims, representations, or testimonials (collectively “Income Claims”) that are deceptive. Deceptive Income Claims include any claim, testimonial, statement or other representation, whether written verbal, or oral, that pertains to any of the following in connection with the Ambit Opportunity or Compensation Plan: (1) exaggerated or guaranteed incomes, earnings, or profits; (2) hypothetical, potential, or estimated incomes, earnings, or profits that are in any way misleading; (3) claims that Advisors may earn residual or unlimited income or otherwise replace their income or gain financial freedom; or (4) any other false, untruthful, incomplete or otherwise misleading or potentially misleading information that misrepresents the typical income or earning results of Ambit Advisors. Advisors shall not disclose the amount of any bonus, commission, or other compensation from Ambit or show checks, copies of checks, bank statements, tax statements, or similar financial records. Advisors must make it clear to prospects that financial success in Ambit requires commitment, diligence, effort, financial investment, and sales skill.

1.3.2: LIFESTYLE CLAIMS REGARDING THE AMBIT OPPORTUNITY AND COMPENSATION PLAN. When presenting or discussing the Ambit Opportunity or Compensation Plan, Advisors shall not make deceptive lifestyle claims (“Lifestyle Claims”). Deceptive Lifestyle Claims are claims, representations, or testimonials, whether written verbal, or oral that state or imply that an Advisor can achieve non-typical results. Deceptive Lifestyle Claims include, but are not limited to, any claim, representation, or testimonial that the Ambit Opportunity and/or Compensation Plan will lead to: (1) early retirement or being able to quit one’s job; (2) income equivalent to a full-time career (“career- level income”); (3) a luxury lifestyle; (4) the ability to purchase a home, vacation, or vehicle; or (5) anything similar thereto that misrepresents the typical income or earning results of Ambit Advisors.

1.3.3: AMBIT’S INCOME DISCLOSURE STATEMENT. Advisors shall make available the Income Disclosure Statement (IDS) any time they make permitted claims, representations, or testimonials regarding the Ambit Opportunity or Compensation Plan. The IDS can be found at www.goambit.com/disclaimer. Advisors’ disclosure of the IDS must be CLEAR AND CONSPICUOUS on all Advisor-created materials, including digital advertising, social media posts, training materials, videos, and website/blog content, regardless of space constraints. The IDS sets reasonable expectations regarding the Ambit Opportunity and Compensation Plan, as well as adherence to consumer protection laws and regulations. Advisors may not alter or verbally embellish the IDS in any way, including but not limited to adding any text.

1.3.4: MANIPULATION OF THE COMPENSATION PLAN. To ensure compliance with the law, Ambit prohibits conduct and action which are, or may be perceived as, manipulation of the Compensation Plan primarily for the purpose of qualifying for incentives, bonuses, advancement, and/or compensation paid by Ambit. This prohibited conduct may include but is not limited to: (i) purchasing and/or paying for Ambit products and services under an Advisor’s account in your downline; or (ii) placing, or encouraging the placement of, orders under Customer accounts in a fraudulent, manipulative, or deceptive manner. Ambit employs robust and consistent monitoring to ensure compliance with this policy. Similarly, Advisors shall not require or encourage other current or prospective Customers or Advisors to make any purchase from, or payment to, any individual or other entity to participate in the Ambit Opportunity other than those purchases or payments identified as recommended or required in official Ambit literature.

1.4: CLAIMS INDEMNIFICATION. Unless expressly contained in official Ambit materials, Advisors are responsible for all claims, representations, and testimonials regarding Ambit, including but not limited to its products, services, business opportunity, and Compensation Plan. Advisors agree to indemnify Ambit, or any other Ambit-related entity including Ambit’s ultimate parent company and its related subsidiaries and affiliates (collectively, the “Ambit Companies”) and any of Ambit’s directors, officers, employees and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Ambit as a result of the Advisor’s unlawful or unauthorized actions, claims, representations or testimonials. This provision shall survive the termination of the Agreement.

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SECTION 2: PURPOSE OF THE AGREEMENT

Ambit is a direct sales company that markets its products and services to its Customers through Advisors. It is important to understand that your success and the success of your fellow Advisors depends on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Advisors and Ambit, Ambit has established the Agreement.

2.1: CHANGES TO THE AGREEMENT. Because federal, state and local laws, as well as the business environment, periodically change, Ambit reserves the right to amend the Agreement and its prices. In that instance, Ambit will provide thirty (30) days' advance notice of any such amendment via electronic mail and/or the Ambit-provided Advisor back-office application (PowerZone). With regard to any such amendment, Advisor agrees that the continuation of your Advisorship, or your acceptance of bonuses or commissions, shall constitute your acknowledgement and acceptance of any and all such amendments, and it shall also constitute adequate consideration to support such amendments, which shall automatically be incorporated into the Agreement as of the effective date. Unless Advisor expressly agrees to such amendment, the amendment will only apply prospectively to disputes that arise after the effective date of such change. An Advisor may opt out of any proposed amendments by canceling his or her Agreement prior to the effective date of such proposed amendments.

Notwithstanding anything to the contrary herein, Advisor agrees that amendments to the Privacy Policy shall be made in accordance with the terms contained therein.

2.2: AGREEMENT AND PROVISIONS SEVERABLE. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed only to the extent necessary to make it enforceable, and to reflect the purpose of the provision as closely as possible. Advisor hereby agrees that the arbitrator or any adjudicator with appropriate jurisdiction pursuant to the Agreement shall enforce the Agreement to its fullest extent, while striking only those provisions, or portions thereof, that are found to be invalid or unenforceable, if any.

2.3: WAIVER. The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Ambit to exercise any right or power under the Agreement or to insist upon strict compliance by an Advisor with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Ambit's right to demand strict compliance with the Agreement. Waiver by Ambit can be effectuated only in writing by an authorized officer of the Company. Ambit's waiver of any particular breach by an Advisor shall not affect or impair Ambit's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Advisor. Nor shall any delay or omission by Ambit to exercise any right arising from a breach affect or impair Ambit's rights as to that or any subsequent breach. The existence of any claim or cause of action of an Advisor against Ambit shall not constitute a defense to Ambit's enforcement of any term or provision of the Agreement.

2.4: DELAYS. Ambit shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply or government decrees or orders.

SECTION 3: BECOMING AN ADVISOR

3.1: REQUIREMENTS TO BECOME AN ADVISOR. To become an Ambit Advisor, each applicant must:

- Be of the age of majority in his or her state of residence;
- Reside in the United States or U.S. Territories or country that Ambit has officially announced is open for business;
- Have a valid Social Security or Federal Tax ID number;
- Have achieved the rank of Executive Consultant or National Consultant and received approval by Ambit;
- Submit a properly completed Advisor Application to Ambit; and
- Provide separate authorization for Ambit to conduct a criminal background check if required by the regulations of the state(s) in which you will be marketing. Advisors and prospective Advisors will be required to pay the cost of the criminal background check if one is required.

3.2: NO PRODUCT PURCHASE REQUIRED. No person is required to purchase Ambit energy or natural gas services to become an Advisor.

3.2.1: RIGHT OF OFFSET. If the Advisor selects Ambit as the Advisor's retail energy provider, billing must be paid when due. If an Advisor becomes sixty (60) days past due in paying any Ambit bill, Ambit may deduct the amounts owed by the offending Advisor from his or her commission check and may cancel the Agreement. In addition, Ambit may offset any amount owed to Ambit by an Advisor against commissions or other amounts owed to such Advisor by Ambit.

3.3: AMBIT INDEPENDENT BUSINESS BENEFITS. Once an Advisor Application has been accepted by Ambit and Advisor receives any required certifications, the Advisor receives the right to:

- Sell Ambit products and services to Multifamily Customers;
- Participate in the Multifamily Compensation Plan (receive bonuses and commissions, if eligible);
- Receive periodic Ambit literature and other Ambit communications;
- Participate in Ambit-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Ambit for its Advisors.

3.4: TERM AND RENEWAL OF YOUR AMBIT BUSINESS. An Advisor's Agreement will remain in force so long as the Advisor does not voluntarily cancel his or her Agreement or the Agreement does not become involuntarily cancelled.

3.5: PROCESSING FEE. Ambit reserves the right to charge a service fee for each paper commission check that an Advisor receives. This fee will not apply to Advisors who sign up for direct deposit or other payment methods made available by Ambit.

SECTION 4: OPERATING AN AMBIT BUSINESS

4.1: INDEPENDENT CONTRACTOR STATUS. Advisors are independent contractors, and are not employees or officers of Ambit, nor are they purchasers of a franchise or a business opportunity. The agreement between Ambit Marketing, LLC, and its Advisors does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Advisor. The Advisor has no authority (expressed or implied) to bind the Company to any obligation. Advisors shall not hold themselves out as employees or affiliates of the Ambit Companies. Each Advisor shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Agreement and applicable laws.

The names of Ambit Energy, Ambit and other names as may be adopted by Ambit, are proprietary trade names, trademarks and service marks of Ambit. As such, these marks are of great value to Ambit and are supplied to Advisors for their use only in an expressly authorized manner. Use of the Ambit name on any item not produced by the Company is prohibited, except as follows: • Advisor's Name • Independent Ambit Advisor. All Advisors may list themselves as an "Independent Ambit Advisor" in a telephone directory under their own name using only a personal email address, personal website and personal contact information. Advisors are prohibited from listing any and all Ambit Energy or Ambit Marketing contact information in any directory. No Advisor may place telephone directory display ads using Ambit's name or logo. Advisors may not answer the telephone by saying "Ambit," "Ambit Incorporated" or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Ambit.

4.1.1: INCOME TAXES. An Advisor shall not be treated as an employee for his or her services or for federal or state tax purposes. Each Advisor is responsible for paying local, state and federal taxes on any income generated as an Advisor. If an Advisor is tax-exempt, the appropriate documentation, including the Federal Tax Identification Number, must be provided to Ambit. Every year, Ambit will provide an IRS Form 1099-misc (Nonemployee Compensation) to each U.S. resident who, in the previous year: (i) had earnings of over \$600; (ii) made purchases during the previous calendar year in excess of \$5,000; or (iii) was subject to backup withholding.

4.2: PRODUCT SALES. The Ambit Opportunity, including the Compensation Plan, is based on the sale of Ambit products and services to multifamily end-consumers. Advisors must fulfill the requirements contained in the Multifamily Compensation Plan (as well as those set forth in the Agreement) to be eligible for bonuses and commissions.

4.3: NO TERRITORY RESTRICTIONS. There are no exclusive territories granted to anyone. No franchise fees are required.

4.4: IDENTIFICATION. Every Ambit Advisor will be assigned a unique identification number "code" that will become their identification number and will be used in all correspondence. Every Ambit identification number must have a corresponding tax ID number provided by the Advisor during the application process. Only Social Security numbers or FEINs issued by the Social Security Administration or Internal Revenue Service, for use by the individual or organization filling out the Advisor Application, will be accepted. Providing false or invalid Social Security numbers or FEINs to Ambit will subject an Advisor to cancellation. All identification numbers will be kept strictly confidential, except where properly and legally required.

4.5: NAMING YOUR ADVISOR BUSINESS. The name of an Advisor position is determined by the name identified on the Advisor Application. No other name may be used in conjunction with an Advisor business. To alter the Advisor name (including the addition or deletion of a spouse, a change in last name, creating a D.B.A., "Doing Business As," or any other name change), the Sale/Transfer Packet must be used. In these cases, the \$45 administrative fee will be waived. Using a name other than the one appearing on the Advisor account is strictly prohibited.

4.6: INSURANCE. Ambit does not offer any form of insurance to its Advisors, but Advisors are free to arrange their own.

4.7: CHANGE OF ADDRESS, TELEPHONE AND E-MAIL ADDRESSES. Advisors must report any change of address, email address or telephone number by contacting Advisor Support at (i) consultantsupport@ambitenergy.com or (ii) Ambit Marketing, LLC, Attention: Consultant Support, P.O. Box 864589, Plano, TX 75086. Written notification of an address change must be signed by all parties when a position is owned by more than one individual (e.g., husband and wife).

4.8: CYBERSECURITY INCIDENT NOTIFICATION. To ensure compliance with the law, if an Advisor becomes aware of an actual or suspected act or omission that compromises or results in any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to any Privacy Data (as defined below) (each such actual or suspected act or omission, a "Data Breach"), the Advisor shall notify Ambit in writing at (i) mfacompliance@ambitenergy.com or (ii) Ambit Energy, Attention: Field Compliance, 6555 Sierra Drive, Irving TX 75039, of each Data Breach without undue delay (but in no event later than 24 hours after becoming aware of the Data Breach) and provide Ambit with such information regarding each Data Breach as Ambit reasonably requires without undue delay (but in no event later than 24 hours after receiving a request from Ambit for information regarding the Data Breach). The Advisor agrees to fully cooperate with Ambit in the Company's handling of each Data Breach, including any investigation, inquiry, public disclosure or other obligations required by applicable law or regulation or as otherwise required by the Company, and will work with Ambit to otherwise respond to and mitigate any damages caused by each Data Breach. The Advisor shall not notify any third party of any Data Breach without Ambit's prior, written authorization.

"Privacy Data" means all data an Advisor receives from or on behalf of Ambit in connection with the offering of Ambit's energy products and services or otherwise obtained in connection with this Agreement and the activities and transactions contemplated thereby, including the Confidential Information, as well as any information related to any identified or identifiable natural or legal person, such as Ambit's employees, Customers, subcontractors, or any other third party, including sensitive financial information, such as credit card and bank account information, and any other additional data deemed as personal data under applicable laws.

4.9: ADVERTISING. All Advisors shall safeguard and promote the good reputation of Ambit and its products. The marketing and promotion of Ambit, the Ambit Opportunity, the Compensation Plan and Ambit products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.9.1: ADVISOR WEBSITES. The Ambit Personal Website is a personalized online store through which Ambit Advisors may

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promote and market Ambit's products and services and the Ambit Opportunity. Advisor Personal Website Addresses (URLs) and all subdomains of a Personal Website address are wholly owned by Ambit.

4.9.1.1: LINKS TO AN AMBIT WEBSITE. Personal website subscribers are granted a limited, non-exclusive right to create a hypertext link to the subdomain provided by Ambit that designates the Advisor's personal store (example: www.<uniquename>.joinambit.com/), provided such link does not portray Ambit (including the Ambit Companies) or its products and services in a false, misleading, derogatory or otherwise defamatory manner. Also, an Advisor cannot create an impression that any subdomain is part of his or her own or other non-Ambit-maintained site.

Frames or framing techniques cannot be used to enclose any Ambit trademark, logo or proprietary information, including the images found at this website and the content of any text of the layout/design of any page or form contained on a page without Ambit's express written consent. Except as noted above, Ambit Advisors are not conveyed any patent, trademark, copyright or proprietary right of Ambit, the Ambit Companies, or any third party.

4.9.2: BANNER ADVERTISING. From time to time, Ambit makes banner ads and other online advertising tools available to Advisors through PowerZone. These tools may be used by Advisors to promote Ambit services and the Ambit Opportunity, provided that the Advisor otherwise complies with the terms of the Agreement. As with any Ambit online promotions, these tools may not be placed on websites or linked to websites or URLs that are obscene, pornographic or otherwise harmful to Ambit's reputation.

4.9.3: USE OF INDEPENDENTLY PRODUCED MATERIALS.

Provided Advisors comply with the terms of the Agreement, Ambit allows its Advisors to place approved advertising on the Internet to promote the Ambit Opportunity and Ambit's products and services.

4.9.3.1: INDEPENDENTLY PRODUCED WEBSITES. Any websites (or URLs designating these websites) on which such advertisements or links are placed may not be obscene, pornographic, racist or otherwise deemed harmful to Ambit's reputation as determined by Ambit.

In order to ensure compliance with applicable consumer protection laws, other than through an Ambit-provided Advisor Personal Website, Ambit Advisors are prohibited from using websites to take orders for the Ambit Opportunity or for Ambit products and services.

4.9.3.2: DOMAIN NAMES. Advisors may not use or attempt to register any of Ambit's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. For example, www.<your name>.ambit.com.

4.9.3.3: TRADEMARKS AND COPYRIGHTS. Ambit will not allow the use of its trade names, trademarks, designs or symbols by any person, including Ambit Advisors, without its prior, written permission. Advisors may not produce for sale or distribution any recorded Company events and speeches without written permission from Ambit, nor may Advisors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

4.9.4: KEYWORD ADVERTISING. Advisors may not engage in keyword advertising using the trademarks of Ambit, any

competitor of Ambit (such as, for example, Pennywise, Reliant, ConEdison, National Grid, etc.) or other keywords that are obscene, pornographic, political or otherwise harmful to Ambit's reputation or business.

4.9.5: UNSOLICITED MAIL OR EMAIL. To comply with applicable laws, rules and regulations, Advisors may not send unsolicited commercial mail or emails related to Ambit, Ambit products or services, or the Ambit Opportunity, unless such mail or emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN-SPAM Act. Any mail or email sent by an Advisor that promotes Ambit, Ambit products or services, or the Ambit Opportunity, must comply with the following:

- There must be a functioning return mail or email address that goes to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The mail or email must include the Advisor's physical mailing address.
- The mail or email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive headlines, subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If an Advisor receives an opt-out request from a recipient of an email, the Advisor must forward the opt-out request to the Company.

Ambit may periodically send commercial emails on behalf of Advisors. By entering into the Agreement, an Advisor agrees that the Company may send such emails and that the Advisor's physical and email addresses will be included in such emails as outlined above. Advisors shall honor opt-out requests generated as a result of such emails sent by the Company.

4.9.6: TELEMARKETING TECHNIQUES. The Federal Trade Commission ("FTC") and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Ambit does not consider Advisors to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling or texting someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

Therefore, Advisors must not engage in telemarketing in the operation of their independent Ambit businesses. The term "telemarketing" means the placing of one or more telephone calls or texts to an individual or residence to induce the purchase of an Ambit product or service. "Cold calls" or texts made to prospective Customers that promote Ambit's products or services constitute telemarketing and are prohibited. However, telephone calls or texts placed to a prospective Customer (a "prospect") are permissible under the following situations:

- If the Advisor receives written and signed permission from the prospect authorizing the Advisor to call. The authorization must specify the telephone number(s) that the Advisor is authorized to call.
- You may call family members, personal friends and acquaintances. An “acquaintance” is someone with whom you have, at least, a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.
- In addition, Advisors shall not use or contract with a third party to use automatic telephone-dialing systems (for calls or texts) relative to promoting Ambit’s products or services. The term “automatic telephone dialing system” means equipment which has the capacity to: (i) store or produce telephone numbers to be called using a random or sequential number generator; and (ii) to dial such numbers.

4.9.7: DOOR-TO-DOOR MARKETING. Because Advisors must adhere to all applicable laws, rules, and regulations of every jurisdiction in which they conduct their independent businesses, and because regulations on door-to-door marketing vary widely between jurisdictions and are continually changing, Advisors shall not engage in door-to-door marketing in relation to their Ambit Advisor business.

4.9.8: TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS. Advisors may display and/or sell Ambit services at trade shows and professional expositions.

4.10: CUSTOMER WITHOUT A DESIGNATED ADVISOR. A Advisor may claim a Customer who lacks a designated Advisor when all three of the following criteria are met: (i) the Advisor can provide the name and Ambit account number of the Customer; (ii) the request is made within seven (7) days of the Customer’s enrollment date; and (iii) the Customer is in Pre-verification, Pending or Active status. Ambit management may authorize, at its discretion, an Advisor to claim a Customer without meeting all of the above criteria if there is a data entry mistake, system error, or similar event that impedes or prohibits the Advisor from meeting the criteria.

4.11: SPONSORING. All active Advisors in good standing have the right to enroll others into Ambit in accordance with the Agreement. Each prospective Customer has the ultimate right to choose his or her own Advisor or Consultant Sponsor. If two Advisors or Consultants claim to be the Sponsor of the same new Customer, the Company shall regard the first application received by the Company as controlling.

4.11.1: CHANGE OF SPONSOR. To protect the integrity of all marketing organizations and safeguard the hard work of all Advisors and Consultants, Ambit prohibits changes in Customer sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Advisor, Consultant, and marketing organization. Accordingly, the transfer of a Customer account from one sponsor to another is not permitted, unless the Customer voluntarily cancels his or her Ambit service for six full calendar months. Following the six-month period of inactivity, the former Customer may reapply under a new sponsor. In cases in which an improper sponsor change has occurred, to protect the integrity of the Ambit Opportunity and to ensure compliance with applicable laws, Ambit reserves the sole

and exclusive right to determine the final disposition of the Customer. ADVISORS WAIVE ANY AND ALL CLAIMS AGAINST AMBIT THAT RELATE TO, OR ARISE FROM, AMBIT’S DECISION REGARDING THE DISPOSITION OF ANY CUSTOMER THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

4.12: ERRORS OR QUESTIONS. If an Advisor has questions about or believes any errors have been made regarding commissions, bonuses, downline activity reports or charges, the Advisor must notify Ambit in writing within thirty (30) days of the date of the purported error or incident in question.

4.13: REPORTS. All information provided by Ambit in online or telephonic activity reports, including, but not limited to, personal sales volume (or any part thereof), is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to: the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check chargebacks, the information is not guaranteed by Ambit or any persons creating or transmitting the information.

ALL PERSONAL SALES VOLUME INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NONINFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AMBIT AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL, IN NO EVENT, BE LIABLE TO ANY ADVISOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF, OR ACCESS TO, PERSONAL SALES VOLUME INFORMATION (INCLUDING, BUT NOT LIMITED TO: LOST PROFITS, BONUSES OR COMMISSIONS; LOSS OF OPPORTUNITY; AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION), EVEN IF AMBIT OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMBIT OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Ambit’s online reporting services, and your reliance upon such information, is at your own risk. All such information is provided to you “as is.” If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Ambit’s online and telephone reporting services and your reliance upon the information.

4.14: NONDISPARAGEMENT. Ambit wants to provide its Advisors with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticism and comments. All such comments should be submitted to Consultant Support at (i) consultantsupport@ambitenergy.com or (ii) Ambit Marketing, LLC, Attention: Consultant Support, P.O. Box 864589, Plano, TX 75086. While Ambit welcomes constructive input, negative comments and remarks made in the field by Advisors about the Company, its directors, officers,

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employees, its products or the Compensation Plan serve no purpose other than to sour the enthusiasm of other, and prospective, Ambit Advisors. For this reason, and to set the proper example for their downline, Advisors must not disparage, demean or make negative remarks about Ambit, other Ambit Advisors, Ambit's products and services, the Ambit Opportunity, or Ambit's directors, officers or employees.

SECTION 5: BUSINESS ENTITIES, TRANSFERS AND CHANGES

5.1: CORPORATIONS. To become a new Advisor as a corporation, or to change the status of the corporation, you must provide Ambit with the following:

- An application completed by an authorized officer of the corporation.
- A copy of the corporate Articles of Incorporation that has been file stamped by the Secretary of State in the state of incorporation.
- Full name, address and Social Security number of: (i) each shareholder of the corporation who owns more than 5% of the outstanding stock of the corporation; (ii) each officer of the corporation; and (iii) each director of the corporation. A copy of the official notification from the Internal Revenue Service issuing the Federal Employer Identification Number (FEIN) for the corporation.
- A copy of the corporate resolution authorizing the corporation to enter into the Agreement.
- Letter of designation from the corporation designating one individual, who must be at least 18 years of age, as the responsible party for the corporation's operations and sales.

If an active Advisor desires to change the status from that of an individual Advisor to that of a corporate Advisor, the Advisor must use the Sale/Transfer Form available online through PowerZone. See "Sale/Transfer of Advisor Position" for more details.

It is not permissible for stockholders, officers and directors of the corporation applying as an Advisor corporation to have been Ambit Advisors—(i) as individuals; (ii) as members of an Advisor partnership; (iii) as a stockholder, officer or director of another Advisor corporation; or (iv) as a trustee or a beneficiary of an Advisor trust— within six calendar months preceding the execution of the Agreement.

5.2: PARTNERSHIPS. To become a new Advisor as a partnership, or to change the status of the partnership, you must provide Ambit with the following:

- A completed Application;
- A copy of the partnership agreement executed by all partners;
- Full name, address and Social Security number of each partner;
- A copy of the official notification from the Internal Revenue Service issuing the FEIN for the partnership;
- A copy of the consent of the partnership to enter into the Agreement; and
- A letter of designation from the partnership designating one individual, who must be at least 18 years of age, as the responsible party for the partnership's operations.

It is not permissible for any partner applying as an Advisor partnership to have been an Ambit Advisor—(1) as an individual;

(2) as a partner of another Advisor partnership; (3) as a stockholder, officer or director of an Advisor corporation; or (4) as a trustee or a beneficiary of an Advisor trust—within six calendar months preceding the execution of the Agreement.

5.3: TRUSTS. To become a new Advisor as a trust, or to change the status of the Advisor position to a trust, you must provide Ambit with the following:

- A completed Application signed by all trustees of the trust.
- A complete copy of the trust agreement.
- Full name, address and Social Security number of all trustees and beneficiaries.
- A copy of the official notification from the Internal Revenue Service issuing the FEIN for the trust.
- Letter of designation from the trustees designating one individual, who must be at least 18 years of age, as the responsible party for the trust's operations and sales.

If an active Advisor desires to change status from that of an individual Advisor to that of a trust Advisor, the Advisor must use the Sale/ Transfer Form available online through PowerZone.

It is not permissible for any trustee or beneficiary of a trust applying as an Advisor trust to have been an Ambit Advisor—(i) as an individual; (ii) as a partner of an Advisor partnership; (iii) as a stockholder, officer or director of an Advisor corporation; or (iv) as a trustee or a beneficiary of another Advisor trust— within six calendar months preceding the execution of the trust Agreement.

5.4: BUSINESS ENTITY CHANGES. To prevent the circumvention of Section 5.5 (regarding transfers and assignments of an Ambit business), if an additional partner, shareholder, member or other business-entity affiliate is added to a business entity, the original applicant must remain as a party to the original Agreement. If the original Advisor wants to cancel his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 5.5 below. If this process is not followed, the business shall be cancelled upon the withdrawal of the original Advisor. All bonus and commission checks will be sent to the address of record of the original Advisor.

Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 4.11.1, above.

5.5: SALE, TRANSFER OR ASSIGNMENT OF AMBIT BUSINESS.

To ensure compliance with applicable law, and subject to Ambit's prior review and approval, which Ambit may grant in its sole discretion exercised in good faith, an Advisor may sell or transfer his/her Advisor position to an individual, partnership, trust or corporation. If an Advisor desires to sell or transfer his/her Advisor position to an individual, partnership, trust or corporation, the Advisor must use the Sale/Transfer Form available online through PowerZone.

A Transfer is a change in name and/or identification number in which the Advisor still retains financial interest in the Advisor position upon completion of the transfer. Some examples of transfers are: transfer from one spouse to the other spouse; transfer from an individual to a corporation, trust or partnership or vice versa, in which the transferor or any individuals having an interest therein still retains a financial interest; and transfer from Social Security number to FEIN or vice versa. In all cases,

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the transferor retains a financial interest/ownership interest after the transfer.

Ambit will not approve any Sale or Transfer of an Advisor position for which Ambit receives a Notice of Levy from the Internal Revenue Service or a court-ordered garnishment (e.g., child support) against the transferring position. Ambit will also revoke any Sale or Transfer of an Advisor position that occurs within a 60-day period in which Ambit receives a Notice of Levy from the Internal Revenue Service or a court-ordered garnishment. Ambit also will not approve any Sale or Transfer of an Advisor position that involves an Advisor currently under investigation. Affiliate Advisors are ineligible to Sell or Transfer their Advisor position.

Once the Sale or Transfer of a position has been completed, the transferring Advisor may not operate or have a financial interest in another Advisor position for six months from the date of the Sale or Transfer.

5.6: SEPARATION OF AN AMBIT BUSINESS.

5.6.1: DIVORCE. Should a married couple operating a single Advisor position divorce, they must provide Ambit with: (1) a certified copy of the final decree of divorce that sets forth ownership of the Advisor position; and (2) a completed Sale/Transfer Form dated no later than ten (10) business days after the date of the final decree of divorce. Until Ambit receives proper documentation, the Advisor position will retain its predivorce ownership and no changes to the Advisor position will be implemented.

5.6.2: BUSINESS ENTITY DISSOLUTION. Upon the dissolution of a business entity (trust, partnership, corporation, etc.), the owners of the business entity shall provide Ambit with written instruction on who shall be the proper party(s) to continue to operate the business. The written instruction shall be signed by all owners, shareholders, partners or trustees, and all signatures shall be notarized.

5.6.3: NO COMMISSION DIVISION. Under no circumstances will Ambit split commission and bonus checks between divorcing spouses or members of dissolving entities. Ambit will recognize only one Advisor and will issue only one commission check per Ambit business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion, as determined by the Company, the Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in the original Ambit business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Advisor. In either case, however, the former spouse or business affiliate shall have no rights to any Advisors in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Advisor.

5.7: SUCCESSION. Upon the death or incapacitation of an Advisor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Advisor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument.

Whenever an Ambit business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Advisor's marketing organization provided the following qualifications are met: The successor(s) must (1) execute an Application and enter into the Agreement, (2) comply with terms and provisions of the Agreement, and (3) meet all of the qualifications for the deceased or incapacitated Advisor's status.

Bonus and commission checks of an Ambit business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide Ambit with an "address of record" to which all bonus and commission checks will be sent.

If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer identification number. Ambit will issue all bonus and commission checks, and one 1099, to the business entity.

5.7.1: TRANSFER UPON DEATH OF AN ADVISOR. In addition to complying with the above provisions of Section 5.7, to effect a testamentary transfer of an Ambit business, the successor must provide the following to Ambit: (1) an original death certificate, (2) a notarized copy of the will or other instrument establishing the successor's right to the Ambit business, and (3) a completed Application, including acceptance of the Agreement.

5.7.2: TRANSFER UPON INCAPACITATION OF AN ADVISOR. In addition to complying with the above provisions of Section 5.7, to effectuate a transfer of an Ambit business because of incapacity, the successor must provide the following to Ambit: (1) a notarized copy of an appointment as trustee, (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Ambit business, and (3) a completed Application, including acceptance of the Agreement executed by the trustee.

SECTION 6: CONFIDENTIAL INFORMATION

Advisor acknowledges that Ambit will provide Advisor with proprietary and non-public information and reports relating to Advisor's sales activity and Customers, and Ambit's business, products, and services ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by Ambit that are made available to Advisor, sales information, forecasts, projections, marketing and compliance materials, or other materials furnished or prepared by Ambit for Advisor's use. Advisor acknowledges that Ambit is the sole owner of any and all Confidential Information provided to Advisor pursuant to this Agreement.

Advisor shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by Ambit to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of performing services under this Agreement. Advisor shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, Advisor shall not directly or indirectly utilize Confidential Information to solicit other Advisors or Customers

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to join another direct sales company or purchase products or services from another company.

Advisors' access to their Activity Reports is password-protected. All Activity Reports, and the information contained therein, are Confidential Information belonging to Ambit. Activity Reports are provided to Advisors in strictest confidence and are made available to Advisors for the sole purpose of assisting Advisors in the development of their Ambit business. The Advisor and Ambit agree that, but for this agreement of confidentiality and nondisclosure, Ambit would not provide Activity Reports to the Advisor. Upon demand by the Company, any current or former Advisor will return the original and all copies of Activity Reports to the Company. An Advisor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Activity Report;
- Use the information to compete with Ambit, or for any purpose, other than promoting his or her Ambit business; or
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Activity Report.

The parties each acknowledge that the restrictions in this Section are reasonable efforts of Ambit to protect and maintain its Confidential Information. The provisions of this Section shall survive the cancellation of the Agreement.

SECTION 7: CONFLICTS OF INTEREST

Because Direct Sales businesses are conducted through networks of independent contractors broadly dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of the restrictions set out in this Section would be wholly ineffective. Therefore, the restriction in this Section shall apply to the Advisor's activities conducted in or directed at the United States.

The term "Recruit" means to actually, or to attempt to, sponsor, solicit, enroll, encourage, or influence in any other way, either directly, indirectly, or through a third party. The conduct described in the preceding sentence constitutes Recruiting even if (1) a Advisor's actions are in response to an inquiry made by an Ambit Advisor or Customer; or (2) a Advisor's conduct occurs on a public forum (for example, and without limitation, a social media post) that an Advisor knows is likely to be seen or heard by an Ambit Advisor or Customer.

7.1: ACTIVITIES DURING THE ADVISOR AGREEMENT. Advisor agrees that during the term of this Agreement, Advisor will not, directly or indirectly (including through or on behalf of any other person or entity), (i) sell or solicit the sale of 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; (ii) participate in or, recruit for, any other multilevel, network marketing, or direct sales business or venture; or (iii) recruit any other Ambit Advisor or Customer to enroll or participate in any other multilevel, network marketing, or direct sales business or venture. "Recruit" for purposes of the foregoing means to sponsor, solicit, enroll, encourage, or influence in any other way, or to attempt to do any of the foregoing by any means or in any manner.

7.2: ACTIVITIES AFTER CANCELLATION OF THE ADVISOR

AGREEMENT. The terms "Prohibited Advisor" and "Prohibited Customers" refer to (1) Customers of an Advisor, and (2) any Advisors or Customers with whom an Advisor interacted or about whom an Advisor gained Confidential Information, in all cases during the twelve (12) preceding months.

For a period of one (1) year after the cancellation of the Agreement for any reason, an Advisor shall not, directly or indirectly (including through or on behalf of any other person or entity), (i) recruit any Prohibited Advisor to enroll or participate in, or purchase products or services from, any other Direct Sales business or venture that competes with the energy services or with the other products or services offered by Ambit, provided that this restriction does not apply to Advisors that the former Advisor personally sponsored as an Ambit Advisor; or (ii) recruit any Prohibited Customers to enroll or participate in, or purchase products or services from, any other Direct Sales business or venture that competes with the energy services or with the other products or services offered by Ambit.

7.3: ADVISOR PARTICIPATION IN OTHER PROGRAMS.

If an Advisor is permissibly engaged in a non-Ambit business opportunity, it is the responsibility of the Advisor to ensure that his or her Ambit business is operated entirely separate and apart from any other business or venture. To this end, the following must be adhered to:

- Advisors shall not display Ambit promotional material, sales aids, products or services with or in the same location as any non-Ambit promotional material or sales aids, products or services.
- Advisors shall not offer the Ambit Opportunity or Ambit products or services to prospective or existing Customers or Advisors in conjunction with any non-Ambit program, opportunity, product or service.
- Advisors shall not offer any non-Ambit business opportunity, products or services at any Ambit-related meeting, seminar or convention, or within two hours of the Ambit event. If the Ambit meeting is held telephonically or on the Internet, any non-Ambit meeting must be at least two hours before or after the Ambit meeting, and on a different conference telephone number or Internet address from the Ambit meeting.
- Advisors shall not in any way state or imply that Ambit has any connection with, or otherwise supports or approves of, the non-Ambit business opportunity without first notifying, and receiving prior written authorization from, an authorized officer of Ambit.

7.4: VIOLATIONS/REMEDIES. This Section 7 may be enforced by Ambit or the Ambit Companies. In the event that an Advisor breaches any provision of this Section 7, in addition to the remedies afforded by the Dispute Resolution Provision contained in Section 10.4, Ambit and the Ambit Companies shall be entitled to equitable relief, including by way of injunction or specific performance preventing future breaches, in addition to any other remedies available at law. Also, in addition to any remedies at law or in equity that Ambit and the Ambit Companies may have, any violation of this Section 7 will result in forfeiture of any of Advisor's rights as an Advisor, including to receive commissions, bonuses, and payments of any kind. Further, any violation of this Section 7 will cause irreparable harm to the Ambit Companies and any such violation by Advisor will entitle Ambit and the Ambit Companies to an injunction against future violations without evidence or proof of the likelihood of future violations.

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SECTION 8: PROHIBITED ACTIVITIES

8.1: COLLECTING, BUYING OR SELLING OF PROSPECTIVE ADVISOR AND CUSTOMER INFORMATION. Collecting, buying or selling, or inducing others to collect, buy or sell, Customer or Advisor or prospective Customer or Advisor or Advisor or Advisor information is prohibited. Advisors shall not provide any type of incentive for action(s) or proposed action(s) to induce an Advisor or third party to sell any information pertaining to an Ambit Customer or Advisor or prospective Customer or Advisor.

8.2: CONTACTING SUPPLIERS. Under no circumstances may an Advisor contact any Ambit supplier of energy service, or other Ambit supplier of services, without prior written authorization from an authorized officer of Ambit. Further, under no circumstances may an Advisor directly contact a competitive energy provider on behalf of Ambit or in connection with any Ambit business without receiving prior written authorization from an authorized officer of Ambit.

8.3: CONTACTING REGULATORY AGENCIES. Under no circumstances may an Advisor contact any Regulatory agency on behalf of a Customer or to request information related to their business. All such inquiries should be made to Field Compliance at mfacompliance@ambitenergy.com.

8.4: GOVERNMENTAL APPROVAL OR ENDORSEMENT. Neither federal nor state regulatory agencies nor officials approve or endorse any Direct Sales companies or ventures. Therefore, Advisors shall not represent or imply that Ambit, the Ambit Opportunity, or Ambit's Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

8.5: OFFERING INCENTIVES AND/OR REFERRAL FEES FOR PROSPECTIVE CUSTOMERS. Advisors are permitted to reward Customer referrals by means of incentives so long as the total value of the incentive does not exceed \$50 per Customer referral. Any Advisor offering incentives valued greater than \$50 per Customer referral will be deemed in violation of this Agreement and may result in, at Ambit's discretion, corrective actions listed in Section 10.3, including but not limited to termination of the Agreement.

8.6: ONGOING RELATIONSHIPS. Advisors must retain ongoing relationships with all multifamily contacts. Although multifamily contacts are free to conduct business with any Advisor, Advisors are prohibited from interfering in established relationships between a multifamily contact and another Advisor. Any attempt to interfere in an established relationship will be deemed a violation of this Agreement. Advisors may report potential violations to Field Compliance at mfacompliance@ambitenergy.com. Advisors may be required to show proof of relationship with a multifamily contact upon request. Intentional interference with existing Advisor relationships may result in, at Ambit's discretion, corrective actions listed in Section 10.3, including but not limited to termination of the Agreement.

SECTION 9: OTHER RIGHTS

9.1: COPYRIGHT. As an Advisor, and without further consideration or compensation, I agree 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 Advisor 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 Companies, 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.

9.2: RIGHTS IN MAGAZINE DATA AND WORKS. As an Ambit Advisor, I agree that Ambit is the owner of all right, title, and interest in all materials, all documentation related to such materials, all media upon which any such materials and documentation are located (including tapes, disks, and other stage media) and all related material that are used by, developed for, or on behalf of Ambit, or paid for by Ambit, in connection with the creation, development and publishing of the Success From Home magazine. Full and exclusive rights and ownership in Success From Home magazine and in any and all related trademarks and copyrights with respect to the Success From Home magazine and any other proprietary rights with respect to the Success From Home magazine, which Advisor possesses or is entitled to, shall vest in and are assigned to Ambit as of the date of this Agreement. Except as allowed for the marketing of Ambit's business, Advisor shall retain no right, ownership or title in the data and works comprising Success From Home magazine or in any directly related trademarks, copyrights or any other proprietary rights with respect to Success From Home magazine. The parties hereto agree that the data and works comprising Success From Home magazine and all such rights are being conveyed in their entirety to Ambit for whatever use it desires, and nothing contained herein shall be deemed to constitute a license or franchise in Ambit.

9.3: MEDIA AND MEDIA INQUIRIES. Because Advisors are independent contractors and not employees of Ambit, all media relations efforts related to Ambit, Ambit products or services, or the Ambit Opportunity must be coordinated through the Ambit Public Relations Department at mediarelations@ambitenergy.com. Any Advisor who is contacted by the media, or wishes to contact the media related to Ambit, Ambit products or services, or the Ambit Opportunity, must first contact an Ambit Public Relations representative before taking any action and/or issuing any statement. Any communications with TV, radio and print media related to Ambit, Ambit products or services, or the Ambit Opportunity, should first be approved by Ambit Public Relations.

9.4: RETURN OF INVENTORY AND SALES AIDS BY ADVISORS UPON CANCELLATION. Upon cancellation of an Advisor's Agreement, the Advisor may return any products and sales aids held in his or her inventory for a full refund of 100% of the cost of the original purchase price(s). If the purchases were made through a credit card, the refund will be credited back to the same account. Advisors may only return sales aids that he or she personally purchased from Ambit (purchases from other Advisors or third parties are not subject to refund), and which are in resalable condition.

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9.5: INDEMNIFICATION. Ambit agrees to indemnify Advisor from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, excluding attorneys' fees and costs (collectively, "Claims"), actually incurred by Advisor arising out of any third party Claim alleging: (1) any breach undertaken directly by Ambit of any representation or warranty of Ambit contained in this Agreement; (2) any breach or violation undertaken directly by Ambit of any covenant or other obligation or duty of Ambit under this Agreement or under applicable law; and (3) any third party Claims alleging a direct act or omission of Ambit.

SECTION 10: CORRECTIVE MEASURES AND DISPUTE RESOLUTION, INCLUDING MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

10.1: REPORTING VIOLATIONS. Advisors observing a violation of the Agreement by another Advisor may submit a written report of the violation directly to the attention of the Ambit Field Compliance Department. To ensure that all alleged violations of the Agreement are investigated and handled in a uniform manner, Advisors must submit any such allegations regarding potential violations to (i) mfacompliance@ambitenergy.com or (ii) Ambit Energy, Attention: Field Compliance, 6555 Sierra Drive, Irving TX 75039, and shall not direct such allegations to Ambit in any other manner, including text messages, calls, or other means of communication. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation may be included in the report.

10.2: ASSISTANCE IN INVESTIGATIONS. If you are contacted by either Ambit or a government authority regarding policy violations that you either have knowledge of, or that you are alleged to have committed, you agree to fully assist with such investigation. Lack of assistance may result in, at Ambit's discretion, corrective actions listed herein, including but not limited to cancellation of the Agreement.

10.3: CORRECTIVE MEASURES. Violation of the Agreement, violation of any common law duty (including but not limited to any applicable duty of loyalty), any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Advisor that, in the discretion of the Company, may damage the Company's reputation or goodwill (such damaging act or omission need not be related to the Advisor's Ambit business), may result, at Ambit's discretion, in corrective actions, including but not limited to cancellation of the Agreement.

Additionally, if any member of a Advisor's immediate household engages in any activity which, if performed by the Advisor, would violate any provision of the Agreement, such activity will be deemed a violation by the Advisor and Ambit may take action against the Advisor, including but not limited to cancellation of the Advisor's Agreement. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity violates the Agreement, such action(s) will be deemed a violation by the entity, and Ambit may take action against the entity, including but not limited to cancellation of the entity's Agreement.

Corrective measures include, for example:

- Issuance of a written warning or admonition requiring the Advisor to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;

- Withholding from an Advisor of all or part of the Advisor's bonuses and commissions during the period that Ambit is investigating any conduct allegedly in violation of the Agreement (if an Advisor's business is cancelled for disciplinary reasons, the Advisor will not be entitled to recover any commissions withheld during the investigation period);
- Suspension of the individual's Agreement for one or more pay periods;
- Cancellation and/or suspension of the offending Advisor's Ambit Marketing website or website access;
- Cancellation of the Advisor's Agreement; and
- Any other measure expressly allowed within any provision of the Agreement, or which Ambit deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Advisor's violation.

10.4: INDIVIDUAL ARBITRATION AGREEMENT. THIS SECTION AFFECTS HOW CLAIMS AN ADVISOR MAY HAVE AGAINST AMBIT OR THE RELATED PARTIES, OR CLAIMS AMBIT OR THE RELATED PARTIES MAY HAVE AGAINST AN ADVISOR, WILL BE RESOLVED. YOU UNDERSTAND AND AGREE THAT THIS SECTION OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE AGREEMENT OR THE AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS INDIVIDUAL ARBITRATION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE DISPUTES. YOU FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE INDIVIDUAL ARBITRATION AGREEMENT IS UNENFORCEABLE.

Ambit may amend Section 10.4 (the INDIVIDUAL ARBITRATION AGREEMENT) from time to time. Any such amendments will be made in accordance with the duty of good faith and fair dealing. Notwithstanding anything herein to the contrary, any amendment by Ambit to Section 10.4 (the INDIVIDUAL ARBITRATION AGREEMENT) shall only take effect upon an Advisor's express agreement to such amendment. An Advisor may indicate his or her agreement to such proposed amendment by following the instructions accompanying the proposed amendment. Ambit may cancel the Agreement of any Advisor who does not agree to a proposed amendment to Section 10.4 (the INDIVIDUAL ARBITRATION AGREEMENT) within 30 days after notice of the amendment is provided. Any such Amendment shall apply to all Disputes brought after the effective date of the amendment, regardless of the date of occurrence or accrual of any facts underlying such claim. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment unless the Advisor expressly accepted the amendment.

Except as expressly provided herein, to promote to the fullest extent reasonably possible a mutually amicable resolution of Disputes in a timely, efficient, and cost-effective manner, Advisor and Ambit (each, together with, as applicable, each of the Related Parties, a "Party" and collectively, the "Parties") **HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OR ANY COURT.**

Any controversy, claim or dispute of whatever nature arising between an Advisor, on the one hand, and Ambit and/or the Related Parties, on the other, including but not limited to those arising out of or relating to the Agreement, or the

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breach thereof; the sale, purchase or use of Ambit products or services; or the commercial economic, or other relationship of an Advisor and Ambit and/or the Related Parties, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise (“Dispute”), shall be settled exclusively through final, binding arbitration, as provided in this Section 10.4, except that the arbitrator(s) shall have no authority to determine that an arbitration may proceed on behalf of or against a class.

The arbitrator(s) shall have the exclusive power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of this Section 10.4 and/or to the arbitrability of any Dispute.

The arbitration proceedings shall take place in Dallas, Texas, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS and this Section 10.4, which shall control in the event of any conflict, unless the laws of the state or province in which the Advisor resides expressly require otherwise, except that arbitration of any Dispute arising under Section 7 (“Conflicts of Interest”) shall exclusively take place in the state in which the Advisor resides. The JAMS rules and procedures are available at jamsadr.com and will be provided to an Advisor upon request to Field Compliance at mfacompliance@ambitenergy.com. Unless otherwise agreed in writing by the Parties, any mediator who mediated a Dispute between the Parties previously shall be disqualified from serving as an arbitrator in the case.

Notwithstanding the rules of JAMS, the following will apply to all arbitrations:

- The arbitration agreement and the arbitration will be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 et seq. To the extent that there is a conflict between the FAA and Texas law, the FAA prevails.
- The arbitration will be conducted in English (with appropriate translators as may be necessary).
- The Parties agree that time is of the essence.
- The Federal Rules of Evidence will apply in all cases.
- The Parties will be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Parties will be allotted equal time to present their respective cases, including cross-examinations.
- The arbitrator(s) will have no authority to award punitive damages. Each Party hereby waives any right to seek or recover punitive damages with respect to any Dispute resolved by arbitration, except where an applicable statute or other law prohibits the waiver of punitive damages.
- The decision of the arbitrator will be final and binding on the Parties and may, if necessary, be reduced to judgment in a court of law, except that a Party may choose to appeal certain arbitration awards as described below. Any motion or action to confirm, vacate, modify, or otherwise enter judgment on the award shall comply with Section 10.5 Further, to the fullest extent allowed by law, any Party seeking to enforce an award of an arbitrator(s) shall submit the award under seal to maintain protections of Confidential Information, and the Parties hereby agree and consent to the filing of such a submission, motion, or order under seal.

The Parties agree and understand that maintaining the confidentiality of Disputes and dispute resolution is of the utmost importance and agree that Ambit has valuable trade secrets and Confidential Information. The Parties agree to take all necessary steps to protect from public disclosure such trade secrets and Confidential Information.

In addition to the foregoing and notwithstanding the rules of JAMS, certain procedures will apply depending on the amount in controversy. For controversies and claims in which the amount in controversy is less than \$1,000,000.00 (one million dollars), the following procedures will apply absent mutual agreement of the Parties to the contrary:

- The arbitration will occur within 180 days from the date on which the arbitrator is appointed and will last no more than five business days.
- There will be one arbitrator selected from the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- The arbitrator(s) shall institute discovery consistent with the goals of arbitration. Discovery and disclosure of information will be conducted under the rules provided by JAMS to achieve the usual goals of arbitration, including cost effective and efficient resolution of disputes between Parties, but in no event shall the Parties be entitled to discovery rights greater than provided by the Federal Rules of Civil Procedure.

For controversies and claims in which the amount in controversy is equal to or exceeds \$1,000,000.00 (one million dollars), the following procedures will apply absent mutual agreement of the Parties to the contrary:

- There will be three arbitrators selected from the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- The Parties will be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The Parties will be entitled to appeal any arbitration award to an Appeal Panel under JAMS Optional Arbitration Appeal Procedures. The Parties agree to and request oral argument for any appeal filed under the Optional Arbitration Appeal Procedures.

TO THE FULLEST EXTENT PERMITTED BY LAW, ADVISOR AND AMBIT (INCLUDING THE RELATED PARTIES) WAIVE ANY RIGHT TO CLASS, COLLECTIVE, MASS, AGGREGATE, OR REPRESENTATIVE RELIEF AND AGREE THAT ARBITRATION OF ANY DISPUTE SHALL BE LIMITED EXCLUSIVELY TO INDIVIDUAL RELIEF. THE PARTIES AGREE THAT THE ARBITRATOR(S) SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD CLASS, COLLECTIVE, MASS, AGGREGATE, OR REPRESENTATIVE RELIEF.

TO THE FULLEST EXTENT PERMITTED BY LAW, ADVISOR AND AMBIT (INCLUDING THE RELATED PARTIES) FURTHER WAIVE ANY RIGHT OR AUTHORITY TO HAVE ANY DISPUTE HEARD AS A CLASS, COLLECTIVE, MASS, AGGREGATE, OR REPRESENTATIVE ARBITRATION. ADVISOR AND AMBIT (INCLUDING THE RELATED PARTIES) MUST BRING ANY DISPUTE IN AN INDIVIDUAL CAPACITY ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, MASS, AGGREGATE OR REPRESENTATIVE ARBITRATION PROCEEDING. UNDER THE ARBITRATION

PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR(S) SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S DISPUTES WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. TO THE EXTENT ANY DISPUTES ARE NOT ARBITRABLE AS A MATTER OF LAW, THE PARTIES AGREE THAT LITIGATION OF THOSE DISPUTES SHALL BE STAYED PENDING THE OUTCOME OF ANY INDIVIDUAL DISPUTES IN ARBITRATION.

In the event the prohibition on class, collective, aggregate, mass and/or representative arbitrations is deemed invalid or unenforceable after exhaustion of all appeals of that issue, then, to the extent that class, collective, aggregate, mass and/or representative claims are asserted, such claims shall be litigated in accordance with Section 10.6.

Except as provided below, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided here, and then only for the enforcement of such arbitration award. Notwithstanding this arbitration agreement, either Party may apply to a court of competent jurisdiction as necessary to enforce an arbitration award, or to seek a temporary restraining order or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the rendition of, a decision in any arbitration proceeding. In particular, and without limitation, Advisor acknowledges that Section 7 (Conflicts of Interest) and the covenants set forth in this Agreement relating to the protection of Ambit's trade secrets and Confidential Information, are reasonable and necessary to protect the legitimate interests of Ambit. Advisor further acknowledges that his or her breach of such provisions and covenants would cause Ambit irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain, and for which Ambit may have no adequate remedy at law. Therefore, the Parties shall be entitled to obtain injunctive relief, a temporary restraining order, specific performance, or such other equitable relief as may be required to prevent a breach or threatened breach of such provisions and covenants. Furthermore, notwithstanding anything to the contrary herein, to the extent a Party contests the jurisdiction of a state or federal court to preside over claims for a temporary restraining order or preliminary injunctive relief as described above, the court in which such claim is made shall have exclusive jurisdiction to determine whether such claim is to be decided by the court. The institution of any action under this paragraph shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive or enforcement relief to arbitration.

Although the Agreement is made and entered into between Advisor and Ambit, the Related Parties are intended third-party beneficiaries of the Agreement for purposes of the provisions of the Agreement referring specifically to them, including this Section 10.4. The Parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between an Advisor and Ambit, and the Parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any Dispute between the other Parties.

10.5: COST OF DISPUTE RESOLUTION. To the fullest extent allowed by applicable law, each Party to the arbitration or lawsuit will be responsible for its own costs and expenses

of arbitration or litigation, including legal, administrative, attorney, expert, and filing fees. However, to the fullest extent allowed by applicable law, if any damages awarded are greater than \$1,000,000 or the arbitrator(s) or court determine(s) that the Dispute is frivolous, the arbitrator(s) or court may require the losing Party to pay the prevailing Party's costs and expenses, including legal, administrative, attorney, expert, and filing fees and costs. In addition, Ambit shall reimburse any arbitration "Administrative Fees" (defined to include any fees charged by JAMS and/or arbitrator(s)) in connection with the arbitration but not any other fees or costs associated with the arbitration, including but not limited to attorney's fees, travel costs, etc. paid by an Advisor who prevails in an arbitration claim as part of the arbitration award. The Parties recognize and agree that the Agreement is a commercial distributor agreement and not an employment agreement, and, as such, Advisor agrees that this provision regarding costs of dispute resolution is commercially reasonable, specifically agreed to, and not unconscionable on that basis.

10.6: GOVERNING LAW, JURISDICTION AND VENUE.

Jurisdiction and venue of any matter or Dispute not subject to arbitration, shall reside exclusively in Dallas County, Texas, and nowhere else, except that any action to enforce a judgment may be brought in any court of competent jurisdiction. The Agreement is to be construed in accordance with and governed by the laws of Texas, without regard to its choice of law principles, except that, as applicable, the FAA shall govern the arbitration agreement and the arbitration without giving effect to any state law to the contrary.

Notwithstanding anything to the contrary contained herein, (1) jurisdiction of any matter or Disputes not subject to arbitration arising under Section 7 ("Conflicts of Interest") shall reside exclusively in a state or federal court sitting in the state in which the Advisor resides; and (2) Section 10.4 shall be construed in accordance with, and any Disputes thereunder governed by, the laws of the state in which the Advisor resides without regard to principles of conflicts of laws.

Notwithstanding anything to the contrary herein, residents of the State of Louisiana shall be entitled to pursue resolution of Disputes in their home forum pursuant to Louisiana law, to the extent required under Louisiana law. For such Disputes brought in Louisiana, to the extent allowed by Louisiana law, all other terms of Section 10.4 shall apply to such Dispute, including without limitation the mutual obligation to arbitrate and litigate (where appropriate) Disputes on an individual basis.

10.7: WAIVER OF CLASS ACTIONS. AMBIT (INCLUDING THE RELATED PARTIES) AND ADVISOR AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, AGGREGATE, MASS OR COLLECTIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, SUCH PROCEEDINGS BROUGHT IN FEDERAL OR STATE COURT.

The provisions of this Section 10.7 shall survive cancellation of the Agreement.

SECTION 11: INACTIVITY AND CANCELLATION

11.1: EFFECT OF CANCELLATION. So long as an Advisor remains active and complies with the terms of the Agreement, Ambit shall pay commissions to such Advisor in accordance with the Agreement. An Advisor's bonuses and commissions constitute the entire consideration for the Advisor's efforts in generating

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sales and all activities related to generating sales (including building a downline organization).

Following the cancellation of an Advisor's Agreement, the former Advisor shall have no right, title, claim or interest to the organization which he or she operated, or any commission or bonus from the sales generated by the organization. An Advisor whose business is cancelled will lose all rights as an Advisor. This includes the right to sell Ambit products and services, and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Advisor's former downline sales organization. In the event of cancellation, Advisors agree to waive all rights they may have, including, but not limited to, property rights to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following cancellation of an Advisor's Agreement, the former Advisor shall not hold himself or herself out as an Ambit Advisor and shall not have the right to sell Ambit products or services. An Advisor whose Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

11.2: QUARTERLY NEW CUSTOMER MINIMUMS. Advisors must personally enroll forty-five (45) new Customers each calendar quarter or maintain a minimum of 1,000 Customers to remain in the Ambit Energy Advisor program. New and existing Customer counts are verified on the last calendar day of each calendar quarter at 11:59 p.m. CT. If the Advisor fails to meet the quarterly new Customer or 1,000 total Customer minimum, the Advisor will be removed from the program. Quarterly new Customer minimums do not apply to Advisors during their first six months (180 days) in the program.

11.3: ONGOING PARTICIPATION. Advisors who fail to meet quarterly new Customer or 1,000 Customer minimum requirements and are removed from the Ambit Energy Advisor Program will continue to be paid for any CRI generated from their existing Customers for as long as the Customer maintains active service. Individuals removed from the program may reapply at a future date. All requests to participate in the Ambit Energy Advisor Program will be reviewed and approved by Ambit Energy at its sole discretion.

11.4: INVOLUNTARY CANCELLATION. An Advisor's violation of any of the terms of the Agreement, including any amendments that may be made by Ambit, may result in any of the corrective measures listed in Section 10.3, including the involuntary cancellation of the Agreement. Cancellation shall be effective on the date on which notice is emailed to the email address on file with Ambit, mailed, faxed or delivered by an express courier to the Advisor's last known address (or fax number), or to his/her attorney or when the Advisor receives actual notice of cancellation, whichever occurs first.

11.5: VOLUNTARY CANCELLATION. Advisors may cancel their Agreement at any time, regardless of reason. Cancellations must be submitted in writing to the Company at: Ambit Marketing, LLC, Attention: Advisor Cancellation, P.O. Box 864589, Plano, TX 75086. The written notice must include the Advisor's signature, printed name, address and Advisor I.D. number. If an Advisor is also a Customer of Ambit Energy, Ambit will continue to provide energy services to the Customer and invoice the Customer for such services, unless he or she also specifically requests that his or her energy services also be cancelled.

SECTION 12: DEFINITIONS

ACTIVE ADVISOR: An Advisor who has personally enrolls forty-five (45) new Customers each calendar quarter or maintains a minimum of 1,000 Customers.

CANCEL OR CANCELLATION: The cancellation of an Advisor's Ambit business. Cancellation may be voluntary or involuntary (as provided herein).

CUSTOMER: An individual who purchases Ambit's energy products or services. A Customer is recognized in pending or energized status.

OFFICIAL AMBIT MATERIAL: Literature, audio or video tapes or disks, and other materials developed, printed, published and distributed by Ambit to Advisors.

RELATED PARTIES: The "Related Parties" are Ambit's affiliates, owners, members, managers, directors, and employees.

RESALABLE: Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) it is returned to Ambit within one year from the date of purchase (time limitation is inapplicable to Massachusetts residents).