



## Independent Consultant Application

1. I, the undersigned applicant, am at least 18 years of age and therefore of legal age in the state in which the Agreement, including this Application, has been executed by me.
2. The "Agreement" is a fully integrated agreement composed of this Application, the Ambit Policies and Procedures ("Policies"), the Ambit Compensation Plan, and the Privacy Policy, all of which are incorporated herein. Except as expressly provided in the Agreement, 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.
3. 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.
4. I agree that my relationship with Ambit as an Independent Consultant ("Consultant") is that of a contracting independent contractor; and that I alone determine the nature and extent of my activities and hours. I am not an agent, legal representative, or employee of any Ambit-related entity including Ambit's ultimate parent company and its related subsidiaries and affiliates (collectively, the "Ambit Companies") and I will not represent that I am otherwise to any third party. I understand that I may not make purchases or enter into any agreements that will bind the Ambit Companies or its suppliers in any way whatsoever. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory or taxing agency.
5. I understand that I am not required to become an Ambit Energy Customer in order to become a Consultant. If I choose to become an Ambit Energy Customer, I agree to abide by my Agreement with Ambit Energy ("My Ambit Energy Agreement") and pay for the electric services provided by Ambit Energy under My Ambit Energy Agreement. If I fail to pay for service provided under My Ambit Energy Agreement, then Ambit may cancel this Agreement and/or apply any compensation, including commissions, due to the complete satisfaction of the unpaid balance owed to Ambit Energy.
6. I acknowledge that I have received and read in full the Policies, which are fully incorporated herein and are part of the fully integrated Agreement. I agree to abide by and act in accordance with the Policies, together with all changes thereto.
7. Ambit may from time to time amend or modify the Agreement, as provided in the Policies. No amendment or modification shall change the independent contractor status of any Consultant.
8. I understand that disputes between myself and Ambit (including the Related Parties) are subject to the **MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** found in Section 10.4 of the Policies.
9. As a Consultant, I understand that my primary emphasis is to obtain energy Customers who are not also Consultants. I also understand that those Customers must reach active status within specified time frames and remain active throughout the pay period as a condition of my receipt of commissions. I further understand and agree that the Customers I enroll on Ambit service are deemed to be the Customers of Ambit Companies and not my own.
10. I understand that the regulations of the state(s) in which I market may require that Ambit conduct a criminal background check on me. I agree to authorize Ambit to conduct a criminal background check, if required, using an outside agency. I understand that a criminal conviction is not necessarily a bar to my enrollment as a Consultant. If Ambit requires me to undergo a criminal background check, I agree to pay the associated fee.
11. I hereby acknowledge and agree to fully explain all information regarding Ambit's products and/or services required by law, rules or regulations to each potential Customer prior to marketing such products and/or services to such Customer. Information to explain includes, but is not limited to, product rates and terms, cancellation policy, and any associated fees.
12. I represent and affirm to Ambit that I have not received any representation or statement from Ambit or any other person, upon which I have relied in entering into this Agreement, to the effect: that the business may, can, or will generate income, or be profitable; that new markets and services will be available in the future; or that Ambit will reimburse any financial loss that may occur.
13. I understand that I may cancel the Agreement in accordance with the terms of the Policies.
14. I understand that I may cancel this transaction, without penalty or obligation, for a full refund, within three (3) business days from the date of this Agreement, exclusive of the date of signing; or if processed electronically, the date this Agreement is submitted to Ambit for processing. If I cancel, I must return at my own expense any literature or materials I have received from Ambit in usable condition. To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally to Ambit a signed, dated copy of a Notice of Cancellation to: Ambit Marketing, LLC, Attention: Consultant Support, 6555 Sierra Drive, Irving, TX 75039.
15. Notwithstanding anything to the contrary contained herein, nothing in this Application prohibits me from reporting possible violations of federal, state, or local law or regulation to any governmental agency (including but not limited to the Department of Justice and the Securities and Exchange Commission), or making other disclosures to, communicating directly with, responding to an inquiry from, or providing testimony before such governmental agency, regarding possible violations of federal, state, or local law or regulation. I am not required to contact the Company regarding the subject matter of any such communications before engaging in such communications. Further, nothing in this Application shall bar or impede in any way my ability to seek or accept any monetary award from any governmental agency.