

Ambit Energy Policies and Procedures

Ten Things Every Consultant Should Know

Ambit Marketing, LLC (hereafter “Ambit” or the “Company”), is a direct sales company that markets its products through Independent Consultants. It is important to understand that your success and the success of your fellow Consultants depends on the integrity of the men and women who market our products and services.

As agreed upon during enrollment, the Policies and Procedures, in their present form and as amended at the sole discretion of Ambit, are incorporated into, and form an integral part of, the Ambit Consultant Agreement. Ambit Consultants are required to comply with all of the Terms and Conditions set forth in the Agreement. Please review the Agreement and Policies and Procedures carefully as they explain and govern the relationship between you, as an independent contractor, and the Company. To help you understand and adhere to Ambit Energy's Policies and Procedures, and to help you present the Ambit Business Opportunity fairly and accurately, we have compiled the following list of important facts every Ambit Consultant should know:

- 1.** The Ambit Compensation Plan is based on the sale of Ambit products and services to end consumers. Consultants must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.
- 2.** Consultants will familiarize themselves with Ambit's Compensation Plan and energy service and will represent those to their Customers and prospective Independent Consultants accurately and without exaggeration. Any claims, representations or statements Consultants make regarding Ambit will be those included in the Ambit literature.
- 3.** Slamming is the unauthorized switch of a Customer's energy service. Consultants must never switch, or attempt to switch, any individual or entity to Ambit Energy's services unless the person has authorized the transfer, and consented to change their service to Ambit in accordance with Ambit's established enrollment process in that state.
- 4.** Consultants are strictly prohibited from representing themselves as the Customer they are enrolling for service. Consultants shall neither perform third-party verification (“TPV”) for the Customer nor interfere with TPV by guiding Customer's answers or remaining on the line during the recorded TPV call. Consultants shall not complete enrollment for the Customer, sign documents for the Customer, nor act on behalf of the Customer.
- 5.** Consultants are prohibited from engaging in telemarketing practices in the operation of their Ambit businesses. Consultants may not use or transmit unsolicited text messages that advertise or promote Ambit, its products, its Compensation Plan or any other aspect of the Company. Consultants shall not engage in door-to-door marketing in relation to their Ambit Independent Consultant business.
- 6.** Consultants will uphold the values of Ambit and will not engage in any deceptive, unlawful or unethical consumer or recruiting practice, including any practice that presents a conflict of interest to Ambit's business model, or that may be detrimental to or reflect poorly on Ambit, the network marketing industry or themselves. Consultants will support and advocate these Policies and Procedures and will respect and adhere to the spirit and intent in which they were written.
- 7.** Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes: (a) the enrollment of individuals or entities without the knowledge of and/ or execution of an Independent Consultant Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Consultant or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Consultants or Customers (“phantoms”); (d) Purchasing Ambit products or services on behalf of another Consultant or Customer, or under another Consultant's or Customer's I.D. number, to qualify for commissions or bonuses; and/or (e) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers.
- 8.** Ambit Consultants are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing”) provided they are not in direct competition with Ambit's products or services. However, during the term of this Agreement, Consultants may not directly or indirectly recruit other Ambit Consultants or Customers for any other network marketing business.
- 9.** Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Consultants shall not represent or imply that Ambit or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.
- 10.** 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 at its sole and absolute discretion. By signing the Consultant Agreement, a Consultant agrees to abide by all amendments or modifications that Ambit elects to make. With the exception of amendments to or termination of Section 9.2.2, which are discussed more fully in the complete Policies and Procedures document, amendments shall be effective upon notice to all Consultants that the Agreement has been modified.

View the included Starting Off on the Right Foot disc for a copy of the complete Policies and Procedures or download from PowerZone.