

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.

*Log in to PowerZone to download a copy of the original Policies and Procedures you received upon enrollment.



DIRECT SELLING ASSOCIATION

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As a consumer you should expect salespeople to:

- Tell you who they are, why they're approaching you and what products they are selling.
- Promptly end a demonstration or presentation at your request.
- Provide a receipt with a clearly stated cooling off period permitting the consumer to withdraw from a purchase order within a minimum of three days from the date of the purchase transaction and receive a full refund of the purchase price.
- Explain how to return a product or cancel an order.
- Provide you with promotional materials that contain the address and telephone number of the direct selling company.
- Provide a written receipt that identifies the company and salesperson, including contact information for either.
- Respect your privacy by calling at a time that is convenient for you.
- Safeguard your private information.
- Provide accurate and truthful information regarding the price, quality, quantity, performance, and availability of their product or service.
- Offer a written receipt in language you can understand.
- Offer a complete description of any warranty or guarantee.

As a salesperson, you should expect a DSA member company to:

- Provide you with accurate information about the company's compensation plan, products, and sales methods.
- Describe the relationship between you and the company in writing.
- Be accurate in any comparisons about products, services or opportunities
- Refrain from any unlawful or unethical recruiting practice and exorbitant entrance or training fees.
- Ensure that you are not just buying products solely to qualify for downline commissions.
- Ensure that any materials marketed to you by others in the salesforce are consistent with the company's policies, are reasonably priced and have the same return policy as the company's.
- Require you to abide by the requirements of the Code of Ethics.
- Safeguard your private information.
- Provide adequate training to help you operate ethically.
- Base all actual and potential sales and earnings claims on documented facts.
- Encourage you to purchase only the inventory you can sell in a reasonable amount of time.
- Repurchase marketable inventory and sales aids you have purchased within the past 12 months at 90 percent or more of your original cost if you decide to leave the business.
- Explain the repurchase option in writing.
- Have reasonable start-up fees and costs.